

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

**DOCKET NO. 2021-91-E**

|  |   |   |
|--|---|---|
| In the Matter of:                      | ) |   |
|  | ) |   |
| Petition of Duke Energy Carolinas, LLC | ) | <b>AMENDED PETITION FOR<br/>LIMITED WAIVERS AND<br/>REQUEST FOR APPROVAL OF<br/>UPDATED SERVICE<br/>REGULATIONS</b> |
| and Duke Energy Progress, LLC for      | ) |   |
| Limited Waivers                        | ) |   |
|  | ) |   |
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Duke Energy Carolinas, LLC (“DEC”) and Duke Energy Progress, LLC (“DEP”) (together, the “Companies”), pursuant to S.C. Code Ann. Regs. 103-825, respectfully petition the Public Service Commission of South Carolina (the “Commission”) to grant a limited waiver of Sections III.A.2(a)-(b) of the Companies’ Code of Conduct<sup>1</sup>; approve the Companies’ quarterly Budget Billing plan; and approve certain updates to the Companies’ service regulations, which will allow the Companies to fully implement the Customer Connect platform. The relief requested will allow the Companies’ upgraded billing system infrastructure to better support dynamic rate designs; standardize the monthly billing period by extending it by two days; extend the remittance period for non-residential customers from fifteen to twenty-five days; and grant the Companies

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<sup>1</sup> DEC, DEP, Piedmont, and other Affiliates are bound by the Code of Conduct pursuant to Regulatory Condition 6.1, approved by the North Carolina Utilities Commission in its September 29, 2016 Order Approving Merger Subject to Regulatory Conditions and Code of Conduct in Docket Nos. E-2, Sub 1095; E-7, Sub 1000; and G-9, Sub 682. The Code of Conduct was adopted as applicable to South Carolina via this Commission’s Order No. 2016-772, issued in Docket No. 2011-158-E on November 2, 2016, and as updated in a filing made on October 9, 2018. The Companies’ Code of Conduct establishes the minimum guidelines and rules that apply to the relationships, transactions, and activities involving the public utility operations of DEC, DEP, Piedmont, Duke Energy, other Affiliates, or the Nonpublic Utility Operations of DEC, DEP, and Piedmont, to the extent such relationships, activities, and transactions affect the public utility operations of DEC, DEP, and Piedmont in their respective service areas.

more flexibility in reviewing a customer's payment history to potentially eliminate the need for a deposit when relocating from one Duke Energy jurisdiction to another.

## **I. Background**

As explained in other dockets, the Companies have undertaken the replacement of their current Customer Information Systems ("CIS"), which are nearly thirty years old and past the point where modular "bolt on" systems or upgrades are effective.<sup>2</sup> In Orders No. 2018-552 and 2018-553, the Commission authorized DEC and DEP, respectively, to establish a regulatory asset to defer the costs associated with the Customer Connect Program. Accordingly, in 2018, the Companies began the process of implementing a modern customer service platform known as Customer Connect. This Systems, Applications and Products in Data Processing ("SAP") platform has been implemented by nearly 800 utilities globally, including utilities that have already implemented renewable generation and advanced metering infrastructure ("AMI").

In mid-2018, the Companies successfully deployed the first of several deliverables under Customer Connect, which provided the Companies with the capability to learn more about their customers by gathering, storing, and analyzing customer insights. In 2019, the Companies built on the holistic customer profile and improved their ability to communicate with customers. In May 2020, the Companies introduced a universal bill format to help customers more easily view and understand their bill and energy usage. In 2021, the Companies began deploying the core billing system. As previously communicated to the Commission, DEC deployed the Customer Connect platform in April 2021. DEP previously expected to deploy the Customer Connect platform in April 2022, and now expects to deploy earlier than expected, in November 2021, at

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<sup>2</sup> The Companies have provided the Commission with extensive information on the Customer Connect platform, its functionalities, and the timing for deployment in the following dockets: Docket No. 2018-205-E (DEP), 2018-207-E (DEC), 2018-318-E (DEP), 2018-319-E (DEC).

the same time as Duke Energy Florida (“DEF”). After completing the universal design and multiple mock conversions, the Companies are confident in their ability to deploy the solution earlier than planned for DEP, and combining the DEP deployment with DEF reduces the overall program complexity by having one less deployment.

The COVID-19 pandemic had many impacts on the Companies in 2020. From the Customer Connect program perspective, the Companies (1) deployed over 800 employees to remote work and never missed a milestone; (2) incorporated new processes and methodologies including conducting virtual training, deployments, and support; (3) released a new bill format for all customers, remotely, with a great customer experience; and (4) moved the DEP implementation from April 2022 to November 2021, to deliver new customer capabilities faster based on success with earlier deployments. COVID shifted these priorities throughout 2020 and complicated the timing of the Companies filing this request.

The Companies are submitting this Amended Petition after discussions with the Office of Regulatory Staff. The Companies believe the limited waiver and service regulations updates requested herein will deliver significant benefits to customers, as described in detail in this filing, and none of these actions are contrary to the public interest.

## **II. Waiver Requests and Service Regulation Updates**

In order to fully implement the Customer Connect platform, the Companies respectfully request the following waivers and service regulation updates:

| <b><u>Request</u></b>             | <b><u>Outcome</u></b>   | <b><u>Rationale</u></b>  |
|-----------------------------------|---|--|
| Service Regulation Update for DEP | <b>Customer Bills – Meter Readings:</b> For interval-billed accounts, total usage information will be provided on monthly bills without meter readings. | The calculations of bills on a dynamic rate design now available with new smart meters have billing determinants that may change during the billing period. Under such rate designs and with new meters, meter readings are not used |

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|---|---|--|
|   |   | to calculate the customer's bill. Bills are calculated by summing the consumption recorded by the meter in 30-minute intervals.  |
| Service Regulation Update for DEP & DEC               | <b>Monthly Billing Period:</b> The monthly billing period will be extended by two days, meaning that proration of fixed charges will occur when the month includes fewer than 26 or more than 34 days.  | Customer Connect will standardize the billing period across Duke Energy jurisdictions for consistency, which will simplify customer service.   |
| New Service Regulation for DEP & DEC                  | <b>Budget Billing Plan:</b> New service regulations are being submitted for DEP and DEC so that customers are able to review the terms and conditions of the program.   | The Budget Billing plan will allow customers to have an averaged, equal monthly bill. Residential and qualified non-residential customers <sup>3</sup> will have the option to choose (1) an annual plan with a yearly settle-up or (2) a quarterly plan without a settle-up.                                |
| Waiver of Code of Conduct, Section III.A.2(a) and (b) | <b>Payment History Review:</b> When a customer is transferring service from one Duke Energy regulated jurisdiction <sup>4</sup> to another, Customer Connect will perform an automated <sup>5</sup> review of the customer's payment history from that jurisdiction to determine if a security deposit is necessary. This process will provide immediate benefit to customers with satisfactory payment history. Customers who have not established a satisfactory payment history will follow the same processes currently in place in accordance with S.C. Code Ann. Regs. 103-331(A)(2). | The payment history review is automated and will not require the customer's consent. This process will provide an immediate benefit to customers with a satisfactory payment history who are moving from one Duke Energy jurisdiction to another by potentially eliminating the need for a security deposit. |

<sup>3</sup> Non-residential DEP customers whose contract demand is less than 1,000 kW and whose actual demand has not equaled or exceeded 1,000 kW over the preceding 12 months and who are on a standard billing cycle may qualify for the Budget Billing Plan. Non-residential DEC customers whose demand is less than or equal to 75 kW may qualify for the Budget Billing Plan provided they are not on Greenwood rates or a non-standard billing cycle.

<sup>4</sup> Piedmont Natural Gas customer payment history is excluded from the process at this time.

<sup>5</sup> The automated payment history review will be performed for residential and qualified non-residential customers.

### **a. Customer Bills - Meter Readings**

With the deployment of AMI now complete in the Companies' South Carolina service territory, the Companies continue to review and analyze rate designs that offer customers opportunities to respond to real time price signals to achieve a lower cost for electric service. With the implementation of Customer Connect, the Companies are upgrading their billing system infrastructure to better support new rate designs.

S.C. Code Ann. Regs. 103-339(2) identifies the information that must be included on customer bills. Relevant here, the rule mandates that all bills show “[t]he reading of the meter at the beginning and at the end of the period for which the bill is rendered” as well as “[t]he date on which the meter was read.” This form of showing the meter readings for the beginning and the end of the billing period is commonly associated with scalar billing. However, the calculation of bills on a dynamic rate design, including time-of-use rates and those with a demand component, reflect billing determinants that may change during the billing period. For interval billing, the bill is calculated by summing the consumption recorded by the meter in 30-minute intervals for the bill period, including relevant billing determinants such as demand and time-of-use. Therefore, the bill will not display beginning and ending meter readings for interval-billed rates.<sup>6</sup> Instead, all bill statements for interval-billed rates will include the total usage for the period for which the bill is rendered and the date the usage was last obtained from the meter.<sup>7</sup>

DEC’s service regulations already contain the following exception for interval-billed rates: “Billing statements will show the readings of the meter at the beginning and end of the billing

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<sup>6</sup> For accounts billed on non-dynamic rate designs, the billing determinant is consistent for the billing period; therefore, billing statements for those accounts will display the meter reading at the beginning and at the of the end of the period for which the bill is rendered.

<sup>7</sup> With smart meter technology, customers have password-protected access to prior day and historic hourly usage information at no charge by accessing their “My Account” information.

period, except; however, when interval load data is used to determine the bill under certain rate schedules or riders, only the billing units may be shown.” In order to be consistent with DEC, DEP respectfully requests approval to revise its service regulations to include the same exception for interval-billed rates as set forth in DEC’s service regulations. Updating DEP’s service regulations to match DEC’s will ensure that billing is consistent across the jurisdictions for all of Duke Energy’s South Carolina customers.

S.C. Code Ann. Regs. 103-339(f) provides that in lieu of including “[a]ny conversions from meter reading units to billing units or any information necessary to determine billing units from recording or other devices, or any other factors used in determining the bill, a statement must be on the bill advising that such information can be obtained by contacting the electrical utility’s local office.” DEP’s tariffs clearly define the applicable rate structure, and the other information required by Rule 103-339 is included on the monthly billing statement.<sup>8</sup> If DEP’s request to update its service regulations to include this exception is approved, the following rate structures will be impacted: R-TOUD, MGS, SI, SGS-TOU, SGS-TES, LGS, LGS-TOU, LGS-RTP, LGS-CUR-TOU, PP, and PPL. A copy of the impacted tariffs is attached hereto as Attachment 2 for the Commission’s ease of reference. DEP expects minimal impact to customers as a result of this change to its service regulations.

DEP respectfully requests approval of the revisions to its service regulations attached hereto as Attachment 3,<sup>9</sup> which will allow DEP to omit meter readings for interval-billed rates, to

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<sup>8</sup> An example of a monthly bill for a current DEP customer on rate schedule R-TOUD (Residential Service Time of Use) is attached hereto as Attachment 1.

<sup>9</sup> DEP’s updated service regulations include new provisions related to Landlord Programs. These new provisions and DEP’s request for approval of its Revert-to-Owner Program are addressed in a separate request filed concurrently with this Amended Joint Petition.

provide the date on which usage was last obtained from the meter to its customers,<sup>10</sup> and will promote consistency in billing statements between the Companies' service territories.

**b. Monthly Billing Period**

The Customer Connect platform will standardize processes across jurisdictions so that proration of fixed charges will occur when the billing month includes fewer than twenty-six (26) days or more than thirty-four (34) days.

S.C. Code Ann. Regs. 103-321 provides that, "[u]nless extenuating circumstances prevent, meters shall be read, and bills rendered on a monthly basis not less than (28) twenty-eight days nor more than (34) thirty-four days." DEC's currently effective service regulations include an exception from the regulation, providing for a period of twenty-five (25) to thirty-five (35) days:

The word "month" as used herein and as used in the rate schedules of the Company means the period of time between the regular meter readings by the Company. Readings are taken each month at intervals of approximately thirty (30) days. Bills rendered for periods of less than 25 or more than 35 days as a result of rerouting of the Customer's account, and all initial and final bills rendered on a Customer's account will be prorated on the basis of a normal 30-day billing period; however, if an initial and final bill occur within the same billing month, no such proration will be made.

Accordingly, DEC respectfully requests to update its service regulations as set forth in Attachment 4,<sup>11</sup> so that the billing month is defined as "fewer than twenty-six (days) or more than thirty-four (34) days."

DEP's service regulations are currently in line with the requirements of S.C. Code Ann. Regs. 103-321, providing for a period of twenty-eight (28) to thirty-four (34) days. Section 8(c) provides as follows:

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<sup>10</sup> This change will not affect customers with kWh-billed only rates.

<sup>11</sup> DEC's updated service regulations include new provisions related to Landlord Programs. These new provisions and DEC's request for approval of its Revert-to-Owner Program are addressed in a separate request filed concurrently with this Amended Joint Petition.

The term "Month" or "Monthly" as used in Company's Schedules and Riders refers to the interval transpiring between the previous meter reading date and the current reading date and bills shall be rendered accordingly, except that if the period covered by an initial or final bill or due to rerouting of meter reading schedule is more or less than 28-34 days, the bill will be prorated based on a 30-day billing month.

In order to standardize the billing period across jurisdictions, DEP respectfully requests to update its service regulations as set forth in Attachment 3. The Companies believe these minor changes are reasonable and will not detract from customer service if approved.

**c. Payment History Review**

The Customer Connect platform includes a process to enhance the customer experience for customers moving from one Duke Energy electric utility jurisdiction to another Duke Energy electric utility jurisdiction. The Companies' current CIS do not enable ready access to account histories when a customer is seeking to relocate within the Companies' jurisdictions. If the Code of Conduct waiver is approved as requested, when a customer relocating from one Duke Energy electric utility jurisdiction to another Duke Energy electric utility jurisdiction requests service at a new location, SAP will perform an automated review of the customer's established payment history with Duke Energy. Where satisfactory payment history has been established, no further creditworthiness review will be performed, and no deposit will be required. However, if a customer's payment history is not satisfactory, and the customer consents, an external credit check will be performed. An external credit check will not be performed without the customer's consent. If the result of an external credit check deems a deposit is required, the customer may satisfy the deposit requirement in accordance with S.C. Code Ann. Regs. 103-331(A)(2).<sup>12</sup>

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<sup>12</sup> Customers who have not previously had service with a Duke Energy electric utility may be eligible to waive the deposit requirement by providing a satisfactory letter of credit from another utility.



The Code of Conduct defines what constitutes “customer information” and restricts the circumstances under which that information may be shared with affiliates and non-affiliates. Relevant here, the Code of Conduct defines customer information to include billing history and credit history. While the Code of Conduct authorizes the Companies to provide customer information to Duke Energy or another affiliate “under the same terms and conditions that apply to the provision of such information to non-Affiliates,” Section III.A.2(b) prohibits the disclosure of that information in the absence of customer consent.<sup>13</sup> The Companies request a waiver to this section to allow the Companies to utilize a customer’s information, including billing history and credit history, to perform an automated review of the customer’s payment history when the customer is transferring service from one Duke Energy regulated jurisdiction to another.<sup>14</sup> This waiver is necessary for two reasons. First, the payment history review is automated and will not require a customer’s consent. Second, DEC and DEP do not intend to otherwise disclose a customer’s billing and credit history to non-affiliates in these circumstances without customer consent to do so. The Companies believe this waiver is justified because it will provide an immediate benefit to customers with a satisfactory payment history who are moving from one Duke Energy jurisdiction to another by simplifying the process and potentially eliminating the need for additional credit checks or a security deposit.

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<sup>13</sup> Section III.A.2.b of the Code of Conduct provides: “Except as provided in Section III.A.2(f), Customer Information shall not be disclosed to any Affiliate or non-affiliated third party without the Customer’s consent, and then only to the extent specified by the Customer. Consent to disclosure of Customer Information to Affiliates of DEC, DEP, and Piedmont or to DEC’s or DEP’s Nonpublic Utility Operations may be obtained by means of written, electronic, or recorded verbal authorization upon providing the Customer with the information set forth in Attachment A; provided, however, that DEC, DEP, and Piedmont retain such authorization for verification purposes for as long as the authorization remains in effect.”

<sup>14</sup> Section II of the Code of Conduct provides that “DEC, DEP, or Piedmont may seek a waiver of any aspect of this Code of Conduct by filing a request with the Commission showing that circumstances in a particular case justify such a waiver.”

### **III. Additional Requests Related to Customer Connect**

#### **a. Extension of Remittance Period for Non-Residential Customers**

As part of the implementation of Customer Connect, and in response to feedback from non-residential customers, the Companies are extending the remittance period for non-residential customers from fifteen days to twenty-five days.

DEC's remittance period is outlined in its service regulations, and DEP's remittance period is outlined in individual tariffs on file with the Commission. The changes for DEC's service regulations are outlined in Attachment 4. For DEP, the following language will need to be updated in each non-residential tariff:

#### **PAYMENTS**

Bills are due when rendered and are payable within ~~15~~ 25 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

This change will impact the following tariffs: SGS, SGS-TOU-CLR, MGS, SGS-TOU, SI, CSE\*, CSG\*, GS\*, GS-TES, LGS, LGS-TOU, LGS-RTP, LGS-CRTL-TOU\*, TSS, TFS, ALS, SLR, SLS, and SFLS, with the asterisk denoting closed rates.

Extending the remittance period to twenty-five days will benefit non-residential customers by providing them with additional time to process and remit their payments in a timely manner, and it will also standardize the remittance period for residential customers and non-residential customers. Accordingly, the Companies respectfully request to extend the remittance period for non-residential customers from fifteen days to twenty-five days.

**b. Budget Billing Plan**

Previously known as the Equal Payment Plan, the Budget Billing Plan will allow customers to have an averaged, equal monthly bill. Residential and qualified non-residential customers with twelve months or more of billing history at their current premise will have the option to choose (1) an annual plan with a yearly settle-up or (2) a quarterly plan without a settle-up. Customers with less than twelve months of billing history at their current premise only qualify for the quarterly plan. Under the annual plan, the Companies will examine the preceding twelve months of usage to calculate the yearly settle-up. The settle-up is the difference between the amount paid under the plan and the amount actually used. Under the quarterly plan, the previous twelve months usage will determine the monthly budget billing plan. If less than twelve months of actual usage is unavailable, the usage will be estimated. The quarterly budget amount will be determined by calculating the average of the customer's last 12 months of usage. Each quarter, the amount is recalculated based on the previous 12 months usage, and customers will receive advanced notice of the new quarterly amount on their monthly bill. While there is no annual settle-up with this plan, the quarterly budget bill amount adjusts to incorporate differences between the amount paid under the plan and the actual usage amount. An added benefit of the quarterly budget billing plan is that customers on an installment plan will be eligible for the Quarterly Budget Billing Plan, providing them with future bill certainty. The Companies are submitting new service regulations for the Commission's consideration related to the Quarterly Budget Billing Plan, which are incorporated into Attachments 3 and 4. Specifically, DEP's service regulations have been updated to include a new Section 11, which addresses the availability of budget billing for its customers. The provisions of the Budget Billing Plan are addressed in DEC's service regulations under Section VIII. In order for customers to utilize the Budget Billing Plan and to have control over

the amount of their monthly bill payments, DEC and DEP respectfully request the Commission approve the Companies' amended service regulations.

S.C. Code Ann. Regs. 103-340(5) provides that, "[a]n electrical utility may provide payment plans wherein the charge for each billing period is the estimated total annual bill divided by the number of billing periods prescribed by the plan. The difference between the actual and estimated annual bill is to be resolved by one payment at the end of the equal payment year, unless otherwise approved by the commission." The Companies note that the Annual Budget Billing Plan is in compliance with the requirements of S.C. Code Ann. Regs. 103-340(5) and is described in the Companies' updated service regulations, attached hereto as Attachments 3 and 4. However, the Companies believe that offering the Quarterly Billing Plan in addition to the Annual Budget Billing Plan will provide customers with more options for how they pay their bills and more control over their monthly payment amounts. Accordingly, the Companies respectfully request approval of the Quarterly Budget Billing Plan.

#### **IV. Conclusion**

The Companies respectfully submit that the relief requested herein is consistent with the public interest and is based upon good cause shown.

WHEREFORE, DEC and DEP respectfully request that the Commission:

- (1) grant their request for approval of DEP's updated service regulations included as Attachment 3, which will allow DEP to omit meter readings for interval-billed rates;
- (2) grant their request for approval of their updated service regulations included as Attachments 3 and 4, which will standardize the monthly billing period so that proration of fixed charges occurs when the billing month includes fewer than twenty-six (26) days or more than thirty-four (34) days;

- (3) grant their request for a limited waiver of Section III.A.2(a)-(b) of the Companies' Code of Conduct to allow for an automated review of a customer's payment history where the customer is transferring service from one Duke Energy electric utility jurisdiction to another;
- (4) grant the Companies' request to extend the remittance period for non-residential customers from fifteen days to twenty-five days;
- (5) approve the Companies' quarterly Budget Billing plan;
- (6) grant the Companies' request that these limited waivers and service regulation updates will go into effect upon approval of the Commission; and
- (7) grant any such other relief as the Commission deems just and reasonable.

Respectfully submitted, on this the 26th day of August, 2021.

s/Katie M. Brown

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duke-energy.com  
800.452.2777

## Your Energy Bill

**Service address**  
123 Sample Street  
City SC 00000-00000

**Bill date** Mar 16, 2021  
**For service** Feb 15 - Mar 15  
28 days

**Account number** 999 999 999

### Billing summary

|                                |                |
|--------------------------------|----------------|
| Previous amount due            | \$70.59        |
| Payment received Mar 11        | -70.59         |
| Basic facilities charge        | 14.63          |
| On-peak KWH                    |                |
| 124 kwh @ \$0.07665            | 9.5046         |
| Off-peak KWH                   |                |
| 208 kwh @ \$0.06034            | 12.5507        |
| On-peak KW                     |                |
| 6.24 kw @ \$4.35               | 27.144         |
| Energy conservation discount   | -2.46          |
| Fixed Monthly Rider 39 Charge  | 1.00           |
| Franchise fee                  | 3.12           |
| <b>Total amount due Apr 09</b> | <b>\$65.49</b> |



Thank you for your payment.

Your current rate is Residential Service Time of Use (R-TOUD).

Your current electric charges include a basic facilities charge of \$14.63.

The basic facilities charge is a fixed monthly amount not related to usage and covers the cost of providing service to your location as well as maintaining customer records, billing and other transactions affecting your account. It is an existing monthly charge and is applicable whether or not electricity is used.

For a complete listing of all South Carolina rates and riders, visit [duke-energy.com/rates](http://duke-energy.com/rates)

Current month Time-of-Use Loss for meter 999999: \$15.33, as compared with rate RES

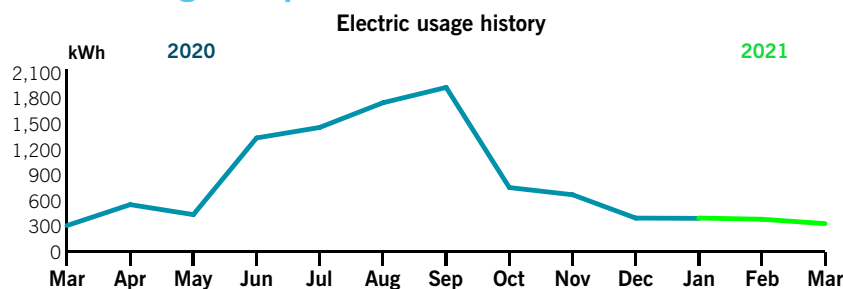
Current twelve month Time-of-Use Savings for meter 999999: \$15.16

Important power line safety reminder: Stay away from power lines. Do not work near overhead lines. Always assume that downed lines are energized and dangerous. Report downed power lines to Duke Energy immediately by calling 1-800-543-5599.

From April 1-September 30, time-of-use off-peak hours are 9pm-10am, Monday-Friday. Off-peak days are weekends and these holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the Holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

As a provider of an essential service, we are determined to continue delivering reliable power while helping protect the health & well-being of our communities. Visit [dukeenergyupdates.com](http://dukeenergyupdates.com) to learn what we're doing in response to COVID-19.

### Your usage snapshot



| Current Month  | Mar 2020 |
|----------------|----------|
| Electric (kWh) | 332      |
|                | 312      |

**Mail your payment at least 7 days before the due date** or pay instantly at [duke-energy.com/billing](http://duke-energy.com/billing). Late payments are subject to a 1.5% late charge.

Please return this portion with your payment. Thank you for your business.



Duke Energy Return Mail  
PO Box 1090  
Charlotte, NC 28201-1090

**Account number**  
999 999 999

### Amount of automatic draft

**\$65.49**  
by Apr 9

Your payment is scheduled to be made by monthly automatic draft on Apr 9.

\$ \_\_\_\_\_ **Amount enclosed**

**SALLY SAMPLE**  
123 Sample Street  
City SC 00000-0000

Duke Energy Payment Processing  
PO Box 1003  
Charlotte, NC 28201-1003



duke-energy.com  
800.452.2777

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Account number 999 999 999

## We're here for you

### Report an emergency

Electric outage [duke-energy.com/outages](https://duke-energy.com/outages)  
800.419.6356

### Convenient ways to pay your bill

Online [duke-energy.com/billing](https://duke-energy.com/billing)  
Automatically from your bank account [duke-energy.com/automatic-draft](https://duke-energy.com/automatic-draft)  
Speedpay [duke-energy.com/pay-now](https://duke-energy.com/pay-now)  
800.452.2777  
By mail payable to Duke Energy P.O. Box 1003  
Charlotte, NC 28201-1003  
In person [duke-energy.com/location](https://duke-energy.com/location)

### Help managing your account (not applicable for all customers)

Register for free paperless billing [duke-energy.com/paperless](https://duke-energy.com/paperless)  
Home [duke-energy.com/manage-home](https://duke-energy.com/manage-home)  
Business [duke-energy.com/manage-bus](https://duke-energy.com/manage-bus)

### General questions or concerns

Online [duke-energy.com](https://duke-energy.com)  
Call (Monday - Friday, 7 a.m. to 7 p.m.) 800.452.2777  
For hearing impaired TDD/TTY 800.676.3777 or 711

### Check utility rates

Check rates and charges [duke-energy.com/rates](https://duke-energy.com/rates)

### Correspond with Duke Energy Progress (not for payment)

P.O. Box 1771  
Raleigh, NC 27602

## Important to know

### Your next meter reading: Apr 15

Make sure we can safely access your meter. Don't worry if your digital meter flashes eights from time to time. That's a normal part of the energy measuring process.

### Your electric service may be disconnected if your payment is past due

If payment for your electric service is past due, we may begin disconnection procedures. If your service is disconnected because of a missed payment, you must pay your past-due balance in full, plus a reconnection fee, before your service will be reconnected. The reconnection fee is \$19.00. A security deposit may also be required.

### Electric service does not depend on payment for other products or services

Non-payment for non-regulated products or services (such as surge protection or equipment service contracts) may result in removal from the program but will not result in disconnection of electric service.

### When you pay by check

We may process the payment as a regular check or convert it into a one-time electronic check payment.

### Late payment charges

A late payment charge of 1.5% will be added for any past due utility balance not paid by the due date.

### Para nuestros clientes que hablan Español

Representantes bilingües están disponibles para asistirle de lunes a viernes de 7 a.m. - 7 p.m. Para obtener más información o reportar problemas con su servicio eléctrico, favor de llamar al 800.452.2777.



duke-energy.com  
800.452.2777

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Account number 999 999 999

## Your usage snapshot - continued

| Current electric usage for meter number 999999 |         |
|--|---------|
| <b>Location:</b>                               |         |
| Actual reading on Mar 15                       | 13730   |
| Previous reading on Feb 15                     | - 13398 |
| Energy used                                    | 332 kWh |
| Actual kW Demand                               | 8.61    |



A kilowatt-hour (kWh) is a measure of the energy used by a 1,000-watt appliance in one hour. A 10-watt LED lightbulb would take 100 hours to use 1 kWh.





Duke Energy Progress, LLC  
(South Carolina Only)

SC R-TOUD-67  
Supersedes Schedule SC R-TOUD-64A

RESIDENTIAL SERVICE  
TIME-OF-USE  
SCHEDULE R-TOUD-67

AVAILABILITY

This Schedule is available on a voluntary basis when electric service is used for domestic purposes in and about a residential dwelling unit, including electric service used on a farm and in the preparation of the farm products for market. A residential dwelling unit served under this Schedule may be used as a boarding house, fraternity house, tourist home, or like establishment, provided such residential dwelling unit is one which ordinarily would be used as a private residence.

Service under this Schedule is not available: (1) for processing (or handling) for market of farm products produced by others; (2) for separately metered farm operations; (3) for individual motors in excess of 10 HP (in exceptional cases, motors as large as 15 HP may be served upon approval by the Engineering Department); (4) for commercial or industrial purposes; (5) for other uses not specifically provided for by the provisions herein; or (6) for resale service.

Non-fossil energy sources caused by acts of nature, such as wind or solar, are permitted as supplement to Customer's energy requirement provided Company is granted the right to install, operate, and monitor special equipment to measure Customer's load or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation.

APPLICABILITY

This Schedule is applicable to all electric service of the same type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, either single-phase 2 or 3 wires, or three-phase 4 wires, at Company's standard voltages of 240 volts or less.

MONTHLY RATE

I. For Single-Phase Service:

| A. Service used during calendar months of June through September:                          | B. Service used during calendar months of October through May:                             |
|--|--|
| 1. <u>Basic Facilities Charge:</u><br><br>\$14.63  | 1. <u>Basic Facilities Charge:</u><br><br>\$14.63  |
| 2. <u>On-Peak kW Demand Charge:</u><br><br>\$5.66 per kW for all on-peak<br>Billing Demand | 2. <u>On-Peak kW Demand Charge:</u><br><br>\$4.35 per kW for all on-peak<br>Billing Demand |

Duke Energy Progress, LLC  
(South Carolina Only)

SC R-TOUD-67  
Supersedes Schedule SC R-TOUD-64A

3. kWh Energy Charge:

7.627¢ per on-peak kWh  
5.996¢ per off-peak kWh

3. kWh Energy Charge:

7.627¢ per on-peak kWh  
5.996¢ per off-peak kWh

Minimum Bill

The minimum monthly charge shall be the Basic Facilities Charge.

II. For Three-Phase Service:

The bill computed for single-phase service plus \$6.50.

BILLING DEMAND

The on-peak Billing Demand shall be the maximum demand used in the on-peak hours of the current month during any 15-minute interval.

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

I. On-Peak Hours:

- A. Service used beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 10:00 a.m. and 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

- B. Service used beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:

The on-peak hours are defined as those hours between 6:00 a.m. and 1:00 p.m., plus 4:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

II. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered as off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the Holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

RATE ADJUSTMENTS

Fuel, variable environmental, avoided capacity, and DERP avoided costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina.

Duke Energy Progress, LLC  
(South Carolina Only)

SC R-TOUD-67  
Supersedes Schedule SC R-TOUD-64A

Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

Residential Classification - \$1.00 per month

#### SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

#### PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission. The additional charge of 1.5% is not applicable when Customer has had no previous arrears in the preceding 12 months and has been a customer at this location for a continuous 12-month period.

#### CONTRACT PERIOD

The Contract Period shall be on a monthly basis. For a customer who has previously received service under this Schedule or its predecessor, at the current location, the Contract Period shall not be less than one year.

#### GENERAL

Service under this Schedule is subject to the Company's Service Regulations, and any changes therein, substitutions thereof, or additions thereto lawfully made.

MEDIUM GENERAL SERVICE  
SCHEDULE MGS-67AVAILABILITY

This Schedule is available for electric service used by a nonresidential customer at a single point of delivery, at one of the Company's standard voltages, with a Contract Demand or a registered or computed demand of 30 kW and greater, but less than 1,000 kW. This Schedule is also available to an existing nonresidential customer if served under the Small General Service Schedule SGS on October 7, 1983 with: (1) a Contract Demand of 1,000 kW or more, until such time as service is terminated, or service is elected under another available schedule; or (2) a Contract Demand below 1,000 kW until such time as the registered or computed demand equals or exceeds 1,200 kW in two or more of the preceding 12 months or the Customer's Contract Demand is increased to 1,000 kW or more; whereupon, this Schedule will no longer be available thereafter.

This Schedule is not available: (1) for residential service; (2) for breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; (3) for resale service; or (4) for a new customer after October 7, 1983 with a Contract Demand of 1,000 kW or more, or whenever the registered or computed demand equals or exceeds 1,200 kW in two or more of the preceding 12 months.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

## I. For Single-Phase Service:

\$21.35 Basic Facilities Charge

\$6.60 per kW of Billing Demand

7.512¢ per kWh

## II. For Three-Phase Service:

The bill computed for single-phase service plus \$6.50.

BILLING DEMAND

The Billing Demand shall be the greater of: (1) the maximum kW registered or computed, by or from the Company's metering facilities, during any 15-minute interval within the current billing month; (2) 80% of the maximum 15-minute demand during the billing months of July through October of the preceding 11 billing months; (3) 60% of the maximum monthly 15-minute demand during the billing months of November through June of the preceding 11 billing months; (4) 75% of the Contract Demand until such time as the Billing Demand first equals or exceeds the effective Contract Demand; or (5) 25 kW.

Duke Energy Progress, LLC  
(South Carolina Only)

SC MGS-67  
Supersedes Schedule SC MGS-64A

### RATE ADJUSTMENTS

Fuel, variable environmental, avoided capacity, and DERP avoided costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

|                             |                    |
|-----------------------------|--------------------|
| Commercial Classification - | \$3.69 per month   |
| Industrial Classification - | \$100.00 per month |

### SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

### PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

### CONTRACT PERIOD

The Contract Period shall not be less than one year; except for short-term, construction, or temporary service, the Contract Period may be for the period requested by the Customer and in such event the Customer agrees:

- (1) That the service supplied shall be for a continuous period until disconnected; and
- (2) That where it is necessary for the Company to extend lines, erect transformers, or do any work necessary to supply service, except the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with Line Extension Plan E.

### GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

Duke Energy Progress, LLC  
(South Carolina Only)

SC SI-67  
Supersedes Schedule SC SI-64A

## SEASONAL OR INTERMITTENT SERVICE SCHEDULE SI-67

### AVAILABILITY

This Schedule is available for a nonresidential customer at a single point of delivery, at one of the Company's standard voltages, and whose operation is normally seasonal or varies greatly from month to month; whose actual kW demand for at least two consecutive months is less than 30% of the greater of the Contract Demand or maximum demand registered in the preceding 12 months; and whose Contract Demand or registered or computed demand is 30 kW or more.

This Schedule is not available for short-term, construction, temporary, breakdown, standby or supplementary service, or for Contract Demands or loads of less than 30 kW or greater than 100,000 kW.

### CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

### MONTHLY RATE

- I. For those months when service is used:

#### For Single-Phase Service

\$21.35 Basic Facilities Charge

14.477¢ per kWh for the first 2,000 kWh

10.556¢ per kWh for all additional kWh

#### For Three-Phase Service

The bill computed for single-phase service plus \$6.50.

- II. A charge will be added to the monthly bill in each of three consecutive months in each contract year, to be referred to as facilities charge months. Facilities charge months shall begin with the first month service is taken or as specified in the Service Agreement, but shall not begin later than the tenth month of the contract year. The charge to be added during each facilities charge month will be determined as follows:

|         |   |
|---------|---|
| \$40.10 | Customer Seasonal Charge  |
| \$ 1.72 | per kW Facilities Charge for each kW of demand registered in the first facilities charge month or the maximum 15-minute registered demand in the previous 11 months or the Contract Demand, whichever is greater. |

### RATE ADJUSTMENTS

Fuel, variable environmental, avoided capacity, and DERP avoided costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates

Duke Energy Progress, LLC  
(South Carolina Only)

SC SI-67  
Supersedes Schedule SC SI-64A

applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

|                             |                    |
|-----------------------------|--------------------|
| Commercial Classification - | \$3.69 per month   |
| Industrial Classification - | \$100.00 per month |

#### SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

#### PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

#### REMOVAL OF FACILITIES

If the Customer is not using service or is only partially using service, the Company may, after notice to the Customer, remove any of its transformers and other equipment (other than structures and conductors), or may substitute other equipment for that which is being only partially used by the Customer. In either event, the Company will furnish and install, at its own expense, the same or equivalent equipment, or any needed substitute equipment, at the time the Customer notifies the Company of their desire to resume taking service.

#### CONTRACT PERIOD

The Contract Period shall not be less than one year, except where the Customer fails to meet the availability requirement of this Schedule.

#### GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.



Duke Energy Progress, LLC  
(South Carolina Only)

SC SGS-TOU-67  
Supersedes Schedule SC SGS-TOU-64A

SMALL GENERAL SERVICE  
(TIME-OF-USE)  
SCHEDULE SGS-TOU-67

AVAILABILITY

This Schedule is available for electric service used by a nonresidential customer with an initial Contract Demand less than 1,000 kW.

This Schedule is not available: (1) for residential service; (2) for breakdown, standby, or supplementary service, unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; (3) for resale service; or (4) whenever Customer's registered or computed demand equals or exceeds 1,000 kW and an increase in the capacity of Company's facilities is required.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, single-phase 2 or 3 wires, or three-phase 3 or 4 wires, at Company's standard voltages. When Customer desires two or more types of service, which types can be supplied from a single-phase 3 wire type or a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

I. Service used during the calendar months of June through September:

A. Basic Facilities Charge:  
\$27.85

B. kW Demand Charge:  
1. \$12.15 per kW for all kW of on-peak Billing Demand  
2. \$ 3.04 per kW for all off-peak excess Billing Demand

C. kWh Energy Charge:  
6.564¢ per on-peak kWh  
5.140¢ per off-peak kWh

Duke Energy Progress, LLC  
(South Carolina Only)

SC SGS-TOU-67  
Supersedes Schedule SC SGS-TOU-64A

II. Service used during the calendar months of October through May:

A. Basic Facilities Charge:  
\$27.85

B. kW Demand Charge:  
1. \$9.55 per kW for all kW of on-peak Billing Demand  
2. \$3.04 per kW for all off-peak excess Billing Demand

C. kWh Energy Charge:  
6.564¢ per on-peak kWh  
5.140¢ per off-peak kWh

III. Minimum Bill:

The minimum monthly charge shall be the Basic Facilities Charge plus 4.070¢ per kWh for all on-peak kWh and 4.070¢ per kWh for all off-peak kWh plus \$3.03 per kW for the higher of (1) the Contract Demand or (2) the maximum monthly 15-minute demand during the current and preceding eleven (11) billing months.

BILLING DEMANDS

- I. The on-peak Billing Demand shall be the maximum demand registered or computed from Company's metering facilities used in the on-peak hours of the current month during any 15-minute interval.
- II. The off-peak excess Billing Demand is the maximum demand registered or computed from Company's metering facilities used during any 15-minute interval in the off-peak hours of the current month less the on-peak Billing Demand.

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

I. On-Peak Hours:

A. Service used beginning at 12:00 midnight March 31 and ending 12:00 midnight September 30:

The on-peak hours are defined as the hours between 10:00 a.m. and 10:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

B. Service used beginning at 12:00 midnight September 30 and ending 12:00 midnight March 31:

The on-peak hours are defined as those hours between 6:00 a.m. and 1:00 p.m., plus 4:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

II. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered as off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the Holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

Duke Energy Progress, LLC  
(South Carolina Only)

SC SGS-TOU-67  
Supersedes Schedule SC SGS-TOU-64A

### RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

|                             |                    |
|-----------------------------|--------------------|
| Commercial Classification - | \$ 3.69 per month  |
| Industrial Classification - | \$100.00 per month |

### SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

### PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

### RIDER APPLICATIONS

When this Schedule is used in conjunction with any applicable rider, the charges, if any, as stated in the rider will be adjusted to reflect the on-peak and off-peak periods and on-peak and off-peak charges in this Schedule unless specific and different on-peak and off-peak periods and charges are stated in the rider.

### CONTRACT PERIOD

The Contract Period shall not be less than one year; except, for short-term, construction, or temporary service, the Contract Period may be for the period requested by Customer and in such event Customer agrees:

1. That the service supplied shall be for a continuous period until disconnected; and
2. That where it is necessary for Company to extend lines, erect transformers, or do any work necessary to supply service, Customer shall pay for the line extension in accordance with Line Extension Plan E.

### GENERAL

Service rendered under this Schedule is subject to the provisions of the Company's Service Regulations, and any changes therein, substitutions therefor, or additions thereto lawfully made.

Duke Energy Progress, LLC  
(South Carolina Only)

SC SGS-TES-67  
Supersedes Schedule SC SGS-TES-64A

SMALL GENERAL SERVICE  
(THERMAL ENERGY STORAGE)  
SCHEDULE SGS-TES-67

AVAILABILITY

This Schedule is available on a voluntary basis for electric service when used for thermal storage equipment to provide space conditioning requirements by a nonresidential customer with a Contract Demand less than 1,000 kW. Thermal storage equipment as defined herein must incorporate storage mediums of water, ice, or other phase change materials and would normally utilize electrical loads of chillers, boilers, pumps, or fans.

This Schedule is not available: (1) for residential service; (2) for temporary service; (3) for service used for purposes other than thermal storage space conditioning equipment; (4) for breakdown, standby, or supplementary service; (5) for resale service; (6) for a Contract Demand of 1,000 kW or more; or (7) whenever the registered or computed demand equals or exceeds 1,200 kW in two or more of the preceding 12 months.

APPLICABILITY

This Schedule is applicable to electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, single-phase 2 or 3 wires, or three-phase 3 or 4 wires, at Company's standard voltages. When Customer desires two or more types of service, which types can be supplied from a single-phase 3 wire type or a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

I. Basic Facilities Charge:  
\$27.85

II. kW Demand Charge:

|                                   | <u>Service Rendered During the Calendar Months Of:</u> |                            |
|-----------------------------------|--|----------------------------|
|                                   | <u>June through September</u>                          | <u>October through May</u> |
| A. On-Peak Billing Demand         | \$14.40 per kW   | \$11.78 per kW             |
| B. Off-Peak Excess Billing Demand | \$3.03 per kW  | \$3.03 per kW              |

Duke Energy Progress, LLC  
(South Carolina Only)

SC SGS-TES-67  
Supersedes Schedule SC SGS-TES-64A

III. kWh Energy Charge:

5.273¢ per on-peak kWh  
5.046¢ per off-peak kWh

IV. Minimum Bill:

The minimum monthly charge shall be 4.070¢ per kWh for all on-peak kWh and 4.070¢ per kWh for all off-peak kWh plus the Basic Facilities Charge plus \$3.03 per kW for the higher of: (1) the Contract Demand, or (2) the maximum monthly 15-minute demand during the current and preceding eleven (11) billing months.

BILLING DEMANDS

- I. The on-peak Billing Demand shall be the maximum demand registered or computed from Company's metering facilities used in the on-peak hours of the current month during any 15-minute interval.
- II. The off-peak excess Billing Demand is the maximum demand registered or computed from Company's metering facilities used during any 15-minute interval in the off-peak hours of the current month less the on-peak Billing Demand.

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

I. On-Peak Hours:

- A. Service used beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 12:00 noon and 8:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

- B. Service used beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:

The on-peak hours are defined as those hours between 6:00 a.m. and 1:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

II. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered as off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the Holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

RATE ADJUSTMENTS

Fuel, variable environmental, avoided capacity, and DERP avoided costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates

Duke Energy Progress, LLC  
(South Carolina Only)

SC SGS-TES-67  
Supersedes Schedule SC SGS-TES-64A

applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

|                             |                    |
|-----------------------------|--------------------|
| Commercial Classification - | \$3.69 per month   |
| Industrial Classification - | \$100.00 per month |

#### SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

#### PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

#### CONTRACT PERIOD

The Contract Period shall not be less than one year.

#### GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

Duke Energy Progress, LLC  
(South Carolina Only)

SC LGS-67  
Supersedes Schedule SC LGS-64A

## LARGE GENERAL SERVICE SCHEDULE LGS-67

### AVAILABILITY

This Schedule is available for electric service used by a nonresidential customer with either a Contract Demand that equals or exceeds 1,000 kW or whenever the registered or computed demand equals or exceeds 1,000 kW in the preceding 12 months.

This Schedule is not available (1) for breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year, (2) for resale service, (3) for short-term or temporary service, or (4) for any new customer with a Contract Demand in excess of 100,000 kW.

### APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

### TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, three-phase 3 or 4 wires, at Company's standard voltages of 480 volts or higher or the voltage at which Customer was being served on October 7, 1983. When Customer desires two or more types of service, which types can be supplied from a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

### CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

### MONTHLY RATE

I. Basic Facilities Charge:

\$192.00

II. kW Demand Charge:

\$ 13.62 per kW for the first 5,000 kW of Billing Demand

\$ 12.62 per kW for the next 5,000 kW of Billing Demand

\$ 11.62 per kW for all over 10,000 kW of Billing Demand

III. kWh Energy Charge:

5.491¢ per kWh

IV. Transformation Discounts:

When Customer owns the step-down transformation and all other facilities beyond the transformation which Company would normally own, except Company's metering equipment, the charge per kW of Billing Demand and per kWh will be reduced in accordance with the following:

Transmission Service  
Transformation Discount\$0.50/kW  
\$0.00020/kWhDistribution Service  
Transformation Discount\$0.40/kW  
\$0.00002/kWh

Transmission: For Customer to qualify for the Transmission Service Transformation Discount, Customer must own the step-down transformation and all other facilities beyond the transformation which Company would normally own, except Company's metering equipment, necessary to take service at the voltage of the 69 kV, 115 kV, or 230 kV transmission line from which Customer receives service.

Distribution: For Customer to qualify for the Distribution Service Transformation Discount, Customer must own the step-down transformation and all other facilities beyond the transformation which Company would normally own, except Company's metering equipment, necessary to take service from the distribution line of 12.47 kV or higher from which Customer receives service. The distribution service source must be from a general distribution line and must be from other than a transmission-to-distribution substation built primarily for Customer's use in order to qualify for the Distribution Service Transformation Discount. A general distribution line is a 12.47 kV or higher voltage distribution line built to serve the general area and not built primarily to serve a specific customer.

Company shall have the option to install high-side metering equipment or low-side metering equipment compensated for Customer-owned transformer and line losses.

Any facilities which Company provides above those which Company would normally have utilized to service Customer's Contract Demand shall be considered as Extra Facilities. Any Company-owned protection system installed when service is directly from Company's 69 kV, 115 kV, or 230 kV transmission system, or a distribution line of 12.47 kV or higher shall be considered Extra Facilities.

If changing conditions on Company's electrical system make continuation of the current delivery voltage impractical, Customer shall be responsible for all costs for the conversion beyond the point of delivery except any Company-owned metering equipment. At the time of the conversion, Company reserves the right to provide service at one of its available voltages.

If subsequent changes in the use of Company's facilities occur which cause the reclassification of either transformers or lines, Customer's entitlement to the discount may be changed.

V. Minimum Bill:

The minimum monthly charge shall be the Basic Facilities Charge plus a charge for 1,000 kW.

BILLING DEMAND

The Billing Demand shall be the maximum kW registered or computed, by or from Company's metering facilities, during any 15-minute interval within the current billing month. However, the Billing Demand shall not be less than the greater of (1) 80% of the maximum monthly 15-minute demand during the billing months of July through October of the preceding 11 billing months, or (2) 60% of the maximum monthly 15-minute demand during the billing months of November through June of the preceding 11



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billing months, or (3) 75% of the Contract Demand until such time as the Billing Demand first equals or exceeds the effective Contract Demand, or (4) 1,000 kW.

#### RATE ADJUSTMENTS

Fuel, variable environmental, avoided capacity, and DERP avoided costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

|                             |                    |
|-----------------------------|--------------------|
| Commercial Classification - | \$3.69 per month   |
| Industrial Classification - | \$100.00 per month |

#### POWER FACTOR ADJUSTMENT

When the power factor in the current billing month is less than 85%, the monthly bill will be increased by a sum equal to \$0.30 multiplied by the difference between the maximum reactive kilovolt-amperes (kVAR) registered by a demand meter suitable for measuring the demands used during any 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

#### SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

#### PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

#### CONTRACT PERIOD

The Contract Period shall not be less than one year; except for short-term, construction, or temporary service, the Contract Period may be for the period requested by Customer and in such event Customer agrees:

- (1) That the service supplied shall be for a continuous period until disconnected; and
- (2) That where it is necessary for Company to extend lines, erect transformers, or do any work necessary to supply service, Customer shall pay for the line extension in accordance with Line Extension Plan E.

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GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

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LARGE GENERAL SERVICE  
(TIME-OF-USE)  
SCHEDULE LGS-TOU-67

AVAILABILITY

This Schedule is available on a voluntary basis for electric service used by a nonresidential customer with either a Contract Demand that equals or exceeds 1,000 kW or whenever the registered or computed demand equals or exceeds 1,000 kW in the preceding 12 months.

This Schedule is not available: (1) for breakdown, standby, or supplementary service, unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; (2) for resale service; (3) for short-term or temporary service; or (4) for any new customer with a Contract Demand in excess of 100,000 kW.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, three-phase 3 or 4 wires, at Company's standard voltages of 480 volts or higher or the voltage at which Customer was being served on October 7, 1983. When Customer desires two or more types of service, which types can be supplied from a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

I. Basic Facilities Charge:

\$192.00

II. kW Demand Charge:

|   | <u>Service Rendered During the Calendar Months Of:</u> |                            |
|---|--|----------------------------|
|   | <u>June through September</u>                          | <u>October through May</u> |
| A. On-Peak Billing Demand:              |  |                            |
| First 5,000 kW of Billing Demand        | \$20.76 per kW   | \$15.50 per kW             |
| For the next 5,000 kW of Billing Demand | \$19.76 per kW   | \$14.50 per kW             |
| All over 10,000 kW of Billing Demand    | \$18.76 per kW   | \$13.50 per kW             |
| B. All off-peak excess Billing Demand   | \$ 1.31 per kW   | \$ 1.31 per kW             |

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III. kWh Energy Charge:

5.284¢ per on-peak kWh  
4.784¢ per off-peak kWh

IV. Transformation Discounts:

When Customer owns the step-down transformation and all other facilities beyond the transformation which Company would normally own, except Company's metering equipment, the charge per kW of on-peak Billing Demand and per kWh will be reduced in accordance with the following:

| <u>Transmission Service</u>    | <u>Distribution Service</u>    |
|--------------------------------|--------------------------------|
| <u>Transformation Discount</u> | <u>Transformation Discount</u> |
| \$0.50/kW                      | \$0.40/kW                      |
| \$0.00020/kWh                  | \$0.00002/kWh                  |

**Transmission:** For Customer to qualify for the Transmission Service Transformation Discount, Customer must own the step-down transformation and all other facilities beyond the transformation which Company would normally own, except Company's metering equipment, necessary to take service at the voltage of the 69 kV, 115 kV, or 230 kV transmission line from which Customer receives service.

**Distribution:** For Customer to qualify for the Distribution Service Transformation Discount, Customer must own the step-down transformation and all other facilities beyond the transformation which Company would normally own, except Company's metering equipment, necessary to take service from the distribution line of 12.47 kV or higher from which Customer receives service. The distribution service source must be from a general distribution line and must be from other than a transmission-to-distribution substation built primarily for Customer's use in order to qualify for the Distribution Service Transformation Discount. A general distribution line is a 12.47 kV or higher voltage distribution line built to serve the general area and not built primarily to serve a specific customer.

Company shall have the option to install high-side metering equipment or low-side metering equipment compensated for Customer-owned transformer and line losses.

Any facilities which Company provides above those which Company would normally have utilized to service Customer's Contract Demand shall be considered as Extra Facilities. Any Company-owned protection system installed when service is directly from Company's 69 kV, 115 kV, or 230 kV transmission system, or a distribution line of 12.47 kV or higher shall be considered Extra Facilities.

If changing conditions on Company's electrical system make continuation of the current delivery voltage impractical, Customer shall be responsible for all costs for the conversion beyond the point of delivery except any Company-owned metering equipment. At the time of the conversion, Company reserves the right to provide service at one of its available voltages.

If subsequent changes in the use of Company's facilities occur which cause the reclassification of

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either transformers or lines, Customer's entitlement to the discount may be changed.

V. Minimum Bill:

The minimum monthly charge shall be the Basic Facilities Charge plus a charge for 1,000 kW at the off-peak excess demand rate.

BILLING DEMANDS

- I. The on-peak Billing Demand shall be the maximum demand registered or computed by or from Company's metering facilities used in the on-peak hours of the current month during any 15-minute interval.
- II. The off-peak excess Billing Demand is the maximum demand registered or computed by or from Company's metering facilities used during any 15-minute interval in the off-peak hours of the current month less the on-peak Billing Demand.

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

I. On-Peak Hours:

- A. Service used beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 10:00 a.m. and 10:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

- B. Service used beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:

The on-peak hours are defined as those hours between 6:00 a.m. and 1:00 p.m., plus 4:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

II. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the Holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

POWER FACTOR ADJUSTMENT

When the power factor in the current billing month is less than 85%, the monthly bill will be increased by a sum equal to \$0.30 multiplied by the difference between the maximum reactive kilovolt-amperes (kVar) registered by a demand meter suitable for measuring the demand used during a 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

RATE ADJUSTMENTS

Fuel, variable environmental, avoided capacity, and DERP avoided costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side

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management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

|                             |                    |
|-----------------------------|--------------------|
| Commercial Classification - | \$3.69 per month   |
| Industrial Classification - | \$100.00 per month |

#### SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

#### PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

#### RIDER APPLICATIONS

When this Schedule is used in conjunction with any applicable rider, the charges, if any, as stated in the rider will be adjusted to reflect the on-peak and off-peak periods and on-peak and off-peak charges in this Schedule unless specific and different on-peak and off-peak periods and charges are stated in the rider.

#### CONTRACT PERIOD

The Contract Period shall not be less than one year.

#### GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations and any changes therein, substitutions therefor, or additions thereto lawfully made.

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(South Carolina Only)

SC LGS-RTP-67  
Supersedes Schedule SC LGS-RTP-64A

LARGE GENERAL SERVICE  
(REAL TIME PRICING)  
SCHEDULE LGS-RTP-67

AVAILABILITY

This Schedule is available for electric service to a maximum of twenty (20) nonresidential customers with a Contract Demand that equals or exceeds 1,000 kW.

This Schedule is not available: (1) for short-term or temporary service; (2) for electric service in conjunction with Incremental Power Service Rider IPS and Dispatched Power Rider No. 68; (3) for electric service in conjunction with Large Load Curtailable Rider LLC, Economic Development Rider ED, and Economic Redevelopment Rider ERD, except as provided for in the RTP Base Charge; (4) to a customer who had discontinued receiving service under this Schedule, or its predecessor, during the previous 12 months; or (5) for any new customer with a Contract Demand in excess of 50,000 kW. Power delivered under this Schedule shall not be used for resale, or as a substitute for power contracted for or which may be contracted for under any other schedule of Company, except at the option of Company, under special terms and conditions expressed in writing in the contract with Customer. Customer shall be required to furnish and maintain a communication link and equipment suitable to support remote reading of Company's meter serving Customer and to support daily receipt of the Hourly Real Time Pricing (RTP) Rates.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, three-phase 3 or 4 wires, at Company's standard voltages of 480 volts or higher. When Customer desires two or more types of service, which types can be supplied from a three-phase 4 wire type, without voltage transformation, only the type of service necessary for Customer's requirements will be supplied under this Schedule.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

CUSTOMER BASELINE LOAD (CBL)

Company shall establish a Customer Baseline Load (CBL), expressed in kilowatt-hours, using one complete year of Customer-specific hourly load data that, in Company's opinion, represents Customer's electricity consumption pattern and is typical of Customer's operation for billing under the otherwise applicable tariffs and from which to measure changes in consumption for billing pursuant to this Schedule. For situations in which hourly load data are not available, a CBL will be constructed by Company using load shapes of customers with similar usage patterns and from relevant information provided by Customer and verified by Company. Establishment of a CBL is a precondition for use of this Schedule.

CBL DETERMINATION

The CBL shall be adjusted at Company's sole discretion to reflect: (1) installation of permanent energy efficiency measures; (2) permanent removal or addition of Customer's equipment; (3) one-time extraordinary events such as natural disasters; (4) annual plant shutdowns or other random variations in the load patterns; and (5) other changes in usage. After the initial CBL is established, it shall only be subject to a downward adjustment at Customer's request by providing 30 days advance written notice of a permanent reduction of electrical load due to the installation of demonstrable energy efficiency measures or removal of Customer's equipment. Such downward adjustment is subject to Company's concurrence.

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CBL CALENDAR MAPPING

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To provide Customer with the appropriate CBL for the RTP Service Year, the hourly consumptions established by the CBL shall be calendar-mapped to the corresponding day of the RTP Service Year. Calendar-mapping is a day-matching method to ensure that Mondays are matched to Mondays, holidays to holidays, etc.

The CBL shall be established by first identifying holidays and then grouping the remaining days, i.e., Mondays, Tuesdays, etc., and averaging over the calendar month to result in hourly consumption for a typical week in each calendar month. The CBL result shall then be adjusted for each calendar month to reflect annual plant shutdowns, holidays, or other known work stoppages during the next RTP Service Year. Calendar-mapping is performed prior to each annual renewal of service under this Schedule after adjustments, if any, are made to the CBL.

### MONTHLY RATE

The monthly rate shall consist of the following charges:

I. RTP Administrative Charge:

\$160.00

II. RTP Base Charge:

RTP Base Charge = Monthly Bill for the hourly CBL consumption of the current billing month pursuant to the conventional LGS Class tariffs under which Customer either previously received service or would have elected to receive service prior to electing this Schedule. When the conventional tariffs include Economic Development Rider ED, Economic Redevelopment Rider ERD, or Large Load Curtailable Rider LLC, the provisions of these Riders shall only apply to the CBL usage.

III. RTP Hourly Energy Charge Adjustment:

RTP Hourly Energy Charge =  $\sum \{\text{Hourly RTP Rate} \times (\text{Hourly Consumption} - \text{CBL Consumption})\}$

where:

$\sum$  = The summation of the RTP charges and credits for each hour of the current billing month.

The Hourly RTP Rate shall be determined based upon the following formula:

Hourly RTP Rate =  $(\text{MENERGY} + \text{CAP} + \text{ADDER}) \times (1 + \text{TAXES})$

where:

MENERGY = Marginal Energy Cost per kilowatt-hour including marginal fuel, variable operating and maintenance expenses, and delivery losses

CAP = Tiered Capacity Charge per kilowatt-hour applicable whenever the day-ahead forecast of the ratio of hourly available generation to hourly demand is equal or less than 1.15



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ADDER =  $\beta \times$  (Class Rate-Hourly Marginal Cost), but not less than zero.

where:

$\beta$  = a fixed value equal to 0.20

Class Rate = the prior calendar year average rate per kilowatt-hour under the conventional tariffs applicable to the LGS class, as updated annually effective with the February billing

Hourly Marginal Cost = the sum of the specific hour's kilowatt-hour price for MENERGY and CAP, all as defined above

TAXES = South Carolina Regulatory Fee and Gross Receipts Tax (currently 0.53%)

IV. Facilities Demand Charge:

per kW of Facilities Demand for service provided from:

|  |           |
|--|-----------|
| Transmission System (voltage of 69 kV or higher) without transformation  | \$1.30/kW |
| Transmission System (voltage of 69 kV or higher) with one transformation | \$1.79/kW |
| Distribution System (voltage below 69 kV) without transformation         | \$2.54/kW |
| Distribution System (voltage below 69 kV) with one transformation        | \$2.94/kW |

The kW of Facilities Demand shall be the greater of (1) the Contract Demand or (2) the maximum demand registered or recorded by Company's meter during a 15-minute interval in the current billing month, in excess of the maximum demand included in the CBL applicable to the current billing month. The Facilities Demand shall include any Standby Service kW, when applicable.

V. Variable Environmental, Avoided Capacity, and DERP Avoided Cost Credit:

per kW of RTP Demand: \$1.16 per kW

where: RTP Demand equals the difference between the maximum monthly demand registered or recorded and the CBL Billing Demand (use the on-peak demand for both if the CBL is billed under Schedule LGS-TOU).

VI. DSM/EE Incremental Usage Adjustment

DSM/EE Incremental Charge = (Actual Consumption – CBL Consumption) X DSM/EE Adjustment

where:

Actual Consumption = kWh consumed during the billing month

CBL Consumption = kWh billed as the CBL during the billing month

DSM/EE Adjustment = DSM/EE rate adjustment during the current billing month

RATE ADJUSTMENTS

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Fuel, variable environmental, avoided capacity, and DERP avoided costs as set forth in Rider No. 39 and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

|                             |                    |
|-----------------------------|--------------------|
| Commercial Classification - | \$3.69 per month   |
| Industrial Classification - | \$100.00 per month |

#### PROVISION OF STANDBY SERVICE

If service is received under a standby service tariff prior to service under this Schedule, the use of standby service shall be excluded from initial determination and update of the CBL. The RTP Base Charge, as set forth in the Monthly Rate provision above, shall include billing of Supplementary Service but shall not include any charges related to reservation or use of Standby Service. The Monthly Rate provisions of the applicable standby service tariff shall be calculated assuming no standby service was used. Any use of Standby Service will be billed pursuant to the RTP Hourly Energy Charge provisions of this Schedule. All other provisions of the applicable standby service tariff apply.

#### POWER FACTOR ADJUSTMENT

When the power factor in the current billing month is less than 85%, the monthly bill will be increased by a sum equal to \$0.30 multiplied by the difference between the maximum reactive kilovolt-amperes (kVAr) registered by a demand meter suitable for measuring the demand used during a 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

#### CUSTOMER RATE NOTIFICATION

Company will notify Customer of the hourly prices via electronic mail, or other method of communications acceptable to Company, by 4 p.m. of the preceding business day. Prices for Saturday, Sunday and Monday will generally be available on the preceding Friday. For a recognized holiday and the day following the holiday, prices will be available the preceding Company business day. Whenever prices are provided in excess of a day ahead and updated projections would result in significantly different prices, Company reserves the right to issue revised prices provided such prices are conveyed no later than 4 p.m. on the preceding calendar day.

Company is neither responsible nor liable for Customer's failure to receive and act upon the hourly prices. If Customer does not receive these prices, it is Customer's responsibility to inform Company so that future prices may be supplied.

#### SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

#### PAYMENTS

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Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

#### CONTRACT PERIOD

The Contract Term shall be for one year and will be automatically renewed annually unless terminated by either party by giving not less than thirty (30) days written notice of termination.

#### GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations and any changes therein, substitutions therefore, or additions thereto lawfully made. Company makes no representation regarding the benefits of Customer subscribing to this Schedule. Customer, in its sole discretion, shall determine the feasibility and benefits of Customer subscribing to this Schedule. For the purpose of determining Customer's fuel cost recovery responsibility in accordance with S.C. Code Ann. Section 58-27-865, for each kWh billed Customer pursuant to this Schedule, an amount equal to the currently approved fuel cost rider shall be treated as the cost of fuel.

Where Customer's other source of power is connected electrically or mechanically to equipment which may be operated concurrently with service supplied by Company, Customer shall install and maintain at his expense such devices as may be necessary to protect his equipment and service and to automatically disconnect his generating equipment, which is operated in parallel with Company, when service used by Customer is affected by electrical disturbances on Company's or Customer's systems. Should Company determine that Customer's facilities are not adequate to protect Company's facilities, Company may install the necessary facilities and Customer shall pay for the extra facilities in accordance with Company's Service Regulations.

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SC LGS-CUR-TOU-67  
Supersedes Schedule SC LGS-CUR-TOU-64A

LARGE GENERAL SERVICE - CURTAILABLE  
SCHEDULE LGS-CUR-TOU-67

AVAILABILITY

This Schedule is available for electric service used by a non-residential customer with a Contract Demand that equals or exceeds 5,000 kW of firm demand. This Schedule is not available for new applications on and after January 1, 2017.

This Schedule is not available: (1) for breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year, (2) for resale service, (3) for short-term or temporary service, or (4) for any new customer with a Contract Demand in excess of 100,000 kW.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, three-phase 3 or 4 wires, at Company's standard voltages of 480 volts or higher. When Customer desires two or more types of service, which types can be supplied from a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

I. Basic Facilities Charge:

\$484.83

II. Demand Charge:                      Service Rendered during the Calendar Months of:  
June through September      October through May

|                         |                                      |                |                |
|-------------------------|--------------------------------------|----------------|----------------|
| A. Firm Billing Demand: | First 5,000 kW of Billing Demand     | \$22.57 per kW | \$16.83 per kW |
|                         | Next 5,000 kW of Billing Demand      | \$21.43 per kW | \$15.69 per kW |
|                         | All over 10,000 kW of Billing Demand | \$20.29 per kW | \$14.55 per kW |
| B.                      | All Curtailable Billing Demand       | \$ 1.71 per kW | \$ 1.71 per kW |

III. kWh Energy Charge:

- A. 4.835¢/on-peak kWh
- B. 4.262¢/off-peak kWh

IV. Transformation Discount:

When Customer owns the step-down transformation and all other facilities beyond the transformation which Company would normally own, except Company's metering equipment, the charge per kW of the highest Billing Demand occurring during on-peak hours and the charge per kWh for all kWh will be reduced in accordance with the following:

| <u>Transmission Service</u>    | <u>Distribution Service</u>    |
|--------------------------------|--------------------------------|
| <u>Transformation Discount</u> | <u>Transformation Discount</u> |
| \$0.50/kW                      | \$0.40/kW                      |
| \$0.00020/kWh                  | \$0.00002/kWh                  |

**Transmission:** For Customer to qualify for the Transmission Service Transformation Discount, Customer must own the step-down transformation and all other facilities beyond the transformation which the Company would normally own, except Company's metering equipment, necessary to take voltage of the 69 kV, 115 kV, or 230 kV transmission line from which Customer receives service.

**Distribution:** For Customer to qualify for the Distribution Service Transformation Discount, Customer must own the step-down transformation and all other facilities beyond the transformation which Company would normally own, except the Company's metering equipment, necessary to take service from the distribution line of 12.47 kV or higher from which the Customer receives service. The distribution service source must be from a general distribution line and must be from other than a transmission-to-distribution substation built primarily for Customer's use in order to qualify for the Distribution Service Transformation Discount. A general distribution line is a 12.47 kV or higher voltage distribution line built to serve the general area and not built primarily to serve a specific customer.

Company shall have the option to install high-side metering equipment or low-side metering equipment compensated for Customer-owned transformer and line losses.

Any facilities which Company provides above those which Company would normally have utilized to service Customer's Contract Demand shall be considered as Extra Facilities. Any Company-owned protection system installed when service is directly from Company's 69 kV, 115 kV, or 230 kV transmission system, or a distribution line of 12.47 kV or higher shall be considered Extra Facilities.

If changing conditions on Company's electrical system make continuation of the current delivery voltage impractical, Customer shall be responsible for all costs for the conversion beyond the point of delivery except any Company-owned metering equipment. At the time of the conversion, Company reserves the right to provide service at one of its available voltages.

If subsequent changes in the use of Company's facilities occur which cause the reclassification of either transformers or lines, Customer's entitlement to the discount may be changed.

V. Minimum Bill:

The minimum monthly charge shall be the Basic Facilities charge plus a charge for 5,000 kW at the Firm Billing Demand rate.

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### ON-PEAK HOURS:

- I. Service used beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 10:00 a.m. and 10:00 p.m. Monday through Friday, excluding holidays considered as off-peak.

- II. Service used beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:

The on-peak hours are defined as those hours between 6:00 a.m. and 1:00 p.m., plus 4:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

### OFF-PEAK HOURS:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered as off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

### BILLING DEMANDS:

The Billing Demand shall be the maximum kW registered or computed, by or from the Company's metering facilities, during any fixed 15-minute interval within the current billing month in accordance with I through IV below:

- I. Firm Billing Demand

The Firm Demand shall be the kW of demand specified in the Service Agreement, but not less than 5,000 kW, to which Customer shall reduce his requirement at the time specified by Company. Company at all times will endeavor to make available to Customer the Firm Demand specified in the Service Agreement.

- II. Curtable Billing Demands

Curtable Demand shall be the kW of demand registered or computed by or from Company's metering facilities during each 15-minute interval in the current billing month less the Firm Demand but not less than zero.

- III. Contract Demand

The Contract Demand shall be the maximum kW of demand Customer requires Company to supply for operation of the Customer's facility. When this rate is used in combination with the applicable standby or generation service rider, standby service shall not be substituted for curtable load. Contract Demand is subject to curtailment to the Firm Demand level.

- IV. Curtable Period

The Curtable Period shall be an 8-hour period unless Company specifies a shorter period. Customer shall be given a minimum of 60 minutes confirmed notice before requested curtailment is to take place. In the alternative, if Customer operates electric arc furnaces or similar devices, Customer shall be

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given 15 minutes confirmed notice before a curtailment of at least 45 MW of Customer's Contract Demand must occur, with all but 5 MW of Customer's remaining Curtailable Demand curtailed within 90 minutes of confirmed notice and all remaining Curtailable Demand curtailed within 120 minutes of confirmed notice. Company will specify a Curtailable Period when Company, in its opinion, does not have adequate capacity and reserves available to meet the anticipated customer requirements. Curtailable Periods under this rate schedule shall only occur when Company initiates a capacity curtailment under its other curtailable riders. However, due to the requirement that Company provide 120 minutes of confirmed notice to a Customer operating electric arc furnaces or other similar devices, if Company determines between the time confirmed notice is given to such electric arc furnace Customer and the time when notice must be given to Company's other curtailable customers that a Curtailment Period is not necessary, such electric arc furnace Customer may be curtailed when Company's other curtailable customers are not. In such event, Company shall notify Customer as soon as reasonably possible that a Curtailment Period is not necessary. Company shall use reasonable diligence to notify customer of an impending Curtailment Period and having used reasonable diligence shall not be liable to Customer should Customer not receive notification. The number of hours curtailable in any 24-hour period, midnight to midnight, shall be no more than 8 hours. The total hours of curtailment shall not exceed 400 hours or 50 curtailments annually regardless of whether the customer actually curtails during all curtailable periods.

#### USE OF CURTAILABLE DEMAND DURING A CURTAILMENT PERIOD

For the maximum Curtailable Demand registered or computed by or from Company's metering facilities during a Curtailment Period, Customer's monthly bill will be increased subject to the following:

For the first Curtailment in a calendar year during which Customer uses Curtailable Demand, Customer will pay a rate equal to the highest Curtailable Demand (Recorded or Computed Demand less Firm Demand from any 15-minute period during the Curtailment Period) times the Firm Billing Demand Charge plus 10 percent. For the second use during a Curtailment Period, a rate of the Firm Demand Charge plus 20 percent will be charged for each kW of Curtailable Demand used. Each additional use of Curtailable Demand during the calendar year will cause a rate equal to the price of Firm Demand plus 30 percent. Any customer found to be intentionally buying through a Curtailment by the Commission shall be subject to removal from this tariff.

#### POWER FACTOR ADJUSTMENT

When the power factor in the current billing month is less than 85 percent, the monthly bill will be increased by a sum equal to \$0.30 multiplied by the difference between the maximum reactive kilovolt-amperes (kVAr) registered by a demand meter suitable for measuring the demand used during a 15-minute interval and 62 percent of the maximum kW demand registered in the current billing month.

#### RATE ADJUSTMENTS

Fuel, variable environmental, avoided capacity, and DERP avoided costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

|                             |                    |
|-----------------------------|--------------------|
| Commercial Classification - | \$3.69 per month   |
| Industrial Classification - | \$100.00 per month |

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### SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

### PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the Public Service Commission of South Carolina.

### CONTRACT PERIOD

The Contract Period shall be a minimum period of five (5) years, with successive extension periods of two years thereafter, unless modified or terminated by order of the South Carolina Public Service Commission or terminated by Customer at the end of the Contract Period by giving not less than sixty (60) days prior written notice.

The difference between the Contract Demand and the Firm Demand as specified in the Service Agreement is subject to adjustment at the end of the first 12 months of service under this Schedule. Thereafter, the difference between the Contract Demand and the Firm Demand shall only be reduced at the end of each 12-month period provided such reduction does not exceed 20% of the difference contained in the Service Agreement either: (1) at the beginning of the 13th month service was provided under this Schedule or under a curtailable rider, or (2) at the beginning of the preceding automatic extension of the Contract Period, whichever is later.

### GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.



## PURCHASED POWER SCHEDULE PP-6

AVAILABILITY

Upon Seller's completion and acceptance by Duke Energy Progress, LLC ("Company") of a Purchase Power Agreement, this Schedule is available for electrical energy and capacity supplied by Eligible Qualifying Facilities (as defined below) to Company, provided Seller is a Qualifying Facility as defined by the Federal Energy Regulatory Commission's ("FERC") Order No. 70 under Docket No. RM79-54 and 18 C.F.R. §§ 292.203, 292.204, and 292.205. This Schedule is not available for electric service supplied by Company to Seller or to Seller who has negotiated rate credits or conditions with Company which are different from those below. This Schedule is not available to a Qualifying Facility owned by a Seller or affiliate or partner of a Seller, who sells power to Company from another Qualifying Facility of the same energy resource located within one-half mile, as measured from the electrical generating equipment, unless the combined capacity is equal to or less than two (2) megawatts.

Service necessary for the delivery of power from Seller's generating facilities into Company's system shall be furnished solely to the individual contracting Seller in a single enterprise, located entirely on a single, contiguous premise. Service hereunder shall be restricted to Company's purchase of energy or energy and capacity from Seller's generating facilities up to the Contract Capacity specified in the Purchase Power Agreement which may be operated in parallel with Company's system. Power delivered to Company under this Schedule shall not offset or be substituted for power contracted for or which may be contracted for under any other schedule of Company. If Seller requires supplemental, back-up, or standby services, Seller shall enter into a separate service agreement with Company in accordance with Company's applicable electric rates, riders, and Service Regulations on file with and authorized by the state regulatory agency having jurisdiction.

All Qualifying Facilities have the option to sell energy to Company on an "as available" basis and receive energy credits only calculated using the Variable Rates identified in this Schedule for the delivered energy. The Variable Energy Credit shall constitute the "as available" avoided cost credit for Eligible Qualifying Facilities. The Fixed Long Term Credit rates on this schedule are available only to otherwise eligible Sellers that establish a Legally Enforceable Obligation and execute a Purchase Power Agreement on or before the filing date of proposed rates in the next avoided cost proceeding, provided eligible Seller begins delivery of power no later than thirty (30) months from the date of the order approving the avoided cost rates in Docket No. 2021-90-E, but may be extended beyond 30 months if (i) construction is nearly complete and Seller demonstrates that it is making a good faith effort to complete its project in a timely manner, or (ii) where Seller's failure to begin delivery of power is due to Company's delays in completing interconnection facilities or system upgrades by the in-service date specified in the interconnection agreement between Seller and Company, Seller shall be given day-for-day extensions on its in-service date for any delays attributable to the in-service date of these interconnection facilities or system upgrades.

Sellers not qualifying for the Fixed Long-Term Credit rates remain eligible for the Variable Credit rates or the Fixed Long-Term Credit rates proposed in the next biennial avoided cost proceeding, which will be subject to adjustment if different rates are approved by the Public Service Commission of South Carolina ("Commission") in that proceeding.

QUALIFYING FACILITIES ELIGIBLE FOR CAPACITY AND/OR ENERGY CREDITS

In order to be an Eligible Qualifying Facility and receive Energy Credits under this Schedule, the Qualifying Facility must be a hydroelectric or generator fueled by trash or methane derived from landfills, solar, wind, hog or poultry waste-fueled or non-animal biomass-fueled Qualifying Facility with a Contract Capacity of two (2) megawatts or less, based on the nameplate rating of the generator, which are interconnected directly Effective for service rendered on and after April 22, 2021

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with Company's system and which are Qualifying Facilities as defined by the Federal Energy Regulatory Commission pursuant to Section 210 of the Public Utility Regulatory Policies Act of 1978.

Capacity Credits are limited to Eligible Qualifying Facilities located within Company's service area that are classified as New Capacity in accordance with FERC Order No. 69 under Docket No. RM79-55 and interconnected to Company's transmission or distribution systems. Eligible Qualifying Facilities receiving Capacity Credits under this Schedule shall also receive corresponding Energy Credits of like term, as set forth in the "MONTHLY RATE" section of this Schedule.

### APPLICABILITY

This Schedule is applicable to all electric energy and capacity supplied by Eligible Qualifying Facility to Company at one point of delivery through Company's metering facilities.

### MONTHLY RATE

#### Monthly Payment

Company shall pay Eligible Qualifying Facilities for energy and/or capacity furnished to Company at the Credits set forth below as applicable. Such payments shall be reduced by the Seller Charge, Integration Services Charge and any applicable Interconnection Cost. Payments to Qualifying Facilities with Contract Capacities of 10 kW or less shall only be made on a calendar year basis.

#### Seller Charge

An Eligible Qualifying Facility shall pay to Company a Seller Charge outlined below in accordance with the Contract Capacity specified in the Purchase Power Agreement between Company and Seller:

|                       |        |
|-----------------------|--------|
| Monthly Seller Charge | \$8.05 |
|-----------------------|--------|

#### Integration Services Charge

Due to incremental operations costs incurred with intermittent generation resources, Seller shall pay an integration services charge (the "Integration Services Charge"), which currently applies only to uncontrolled solar photovoltaic generation<sup>1</sup> facilities. The Integration Services Charge shall apply to uncontrolled solar photovoltaic Eligible Qualifying Facilities that either establish a Legally Enforceable Obligation or renew or otherwise extend a Purchase Power Agreement on or after November 30, 2018, including all Sellers served under Variable rates. This Integration Services Charge shall be in the amount specified and will be billed monthly based upon generated energy delivered to Company. The Integration Services Charge shall be subject to adjustment in future biennial avoided cost proceedings similar to other rates and charges, as addressed in the "RATE UPDATES" section of this Schedule. However, Sellers who have executed a Purchase Power Agreement will not be affected by future changes to the Integration Services Charge for the specified term of its Purchase Power Agreement.

|                              |                   |
|------------------------------|-------------------|
| Integration Services Charge: | \$0.00239 per kWh |
|------------------------------|-------------------|

<sup>1</sup> "Uncontrolled solar photovoltaic generation" is defined as solar generation where the Qualifying Facility does not demonstrate that its facility is capable of operating or does not contractually agree to operate, in a manner that reduces its average daylight volatility to 6% or less of its average daylight power output. Eligible Qualifying Facilities with controlled solar photovoltaic generation shall be governed under a negotiated Purchase Power Agreement between Seller and Company, which shall be based on Company's

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standard Purchase Power Agreement and Terms and Conditions for the Purchase of Electric Power with additional terms added to address requirements for operating the technology used to reduce average daylight volatility.

### Energy and Capacity Credits

Eligible Qualifying Facilities for Company's Fixed Long-Term and/or Variable Energy and Capacity Credits shall be paid based upon Seller's interconnection with Company's distribution or transmission system for all energy delivered to Company's system as registered or computed from Company's metering facilities. The Energy and Capacity Credit will be in accordance with the length of rate term for energy sales so established in the Purchase Power Agreement. Company shall pay a Capacity Credit based on the on-peak kWh supplied by the Eligible Qualifying Facility based upon the season.

| <u>Interconnected to Distribution</u> |                  |                   | <u>Interconnected to Transmission</u> |                  |                   |
|---------------------------------------|------------------|-------------------|---------------------------------------|------------------|-------------------|
| <u>Variable</u>                       | <u>Fixed</u>     | <u>Fixed</u>      | <u>Variable</u>                       | <u>Fixed</u>     | <u>Fixed</u>      |
| <u>Rate</u>                           | <u>Long-</u>     | <u>Long-</u>      | <u>Rate</u>                           | <u>Long-</u>     | <u>Long-</u>      |
|                                       | <u>Term Rate</u> | <u>Term Rate</u>  |                                       | <u>Term Rate</u> | <u>Term Rate</u>  |
|                                       | <u>(5 years)</u> | <u>(10 years)</u> |                                       | <u>(5 years)</u> | <u>(10 years)</u> |

### Energy Credits (¢/kWh)<sup>2</sup>:

On-peak kWh:

|                  |      |      |      |      |      |      |
|------------------|------|------|------|------|------|------|
| a. Summer        | 2.94 | 2.96 | 3.00 | 2.86 | 2.88 | 2.92 |
| b. Winter        |      |      |      |      |      |      |
| 1. Morning Hours | 3.75 | 3.61 | 3.92 | 3.68 | 3.54 | 3.84 |
| 2. Evening Hours | 3.65 | 3.76 | 4.27 | 3.57 | 3.68 | 4.18 |
| c. Premium Peak  |      |      |      |      |      |      |
| 1. Summer        | 3.30 | 3.16 | 3.22 | 3.21 | 3.07 | 3.12 |
| 2. Winter        | 5.19 | 4.82 | 5.12 | 5.04 | 4.68 | 4.98 |
| d. Shoulder      | 3.03 | 3.04 | 3.04 | 2.99 | 3.00 | 3.00 |

Off-peak kWh:

|             |      |      |      |      |      |      |
|-------------|------|------|------|------|------|------|
| a. Summer   | 2.68 | 2.75 | 2.83 | 2.64 | 2.71 | 2.78 |
| b. Winter   | 3.05 | 3.18 | 3.49 | 3.00 | 3.13 | 3.44 |
| c. Shoulder | 2.62 | 2.58 | 2.61 | 2.59 | 2.55 | 2.58 |

### Capacity Credits (¢/kWh)<sup>3</sup>:

On-peak kWh:

|           |      |      |       |      |      |       |
|-----------|------|------|-------|------|------|-------|
| a. Winter | 0.00 | 7.58 | 10.29 | 0.00 | 7.43 | 10.08 |
|-----------|------|------|-------|------|------|-------|

<sup>2</sup> For Energy Credit purposes, Summer months are defined as calendar months June through September, Winter months are defined as calendar months December through February, and Shoulder months are defined as March through May and October through November. Summer on-peak hours shall be Monday through Friday from 1:00 p.m. to 4:00 p.m. and 8:00 p.m. to 9:00 p.m. Winter on-peak hours shall be

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Monday through Friday with morning hours from 4:00 a.m. to 6:00 a.m. and 9:00 a.m. to 11:00 a.m., plus evening hours from 6:00 p.m. to 10:00 p.m. Shoulder on-peak hours shall be Monday through Friday with morning hours from 5:00 a.m. to 10:00 a.m. plus evening hours from 5:00 p.m. to 11:00 p.m. Summer premium peak hours shall be Monday through Friday from 4:00 p.m. to 8:00 p.m. Winter premium peak hours shall be Monday through Friday from 6:00 a.m. to 9:00 a.m. There are no premium peak hours for Shoulder months. All other hours, plus the following holidays, shall be off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When a holiday falls on a Saturday, the Friday before the holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

- <sup>3</sup> Capacity Credit shall only be applicable in Winter months defined as calendar months of December through March. On-peak hours shall be all Winter days from 4:00 a.m. to 9:00 a.m. Capacity credits are not applicable in all other months.

### POWER FACTOR CORRECTION

Unless Seller is required by an Operating Agreement to adjust VAR production to support voltage control, when Seller consumes VARs supplied by Company or Seller delivers VARs to Company, the monthly bill will be increased by a sum equal to \$0.30 multiplied by the maximum consumed or supplied reactive kilovolt-amperes (kVAR) registered by a demand meter suitable for measuring the demand used during a 15-minute interval. Company reserves the right to install facilities necessary for the measurement of power factor and to adjust the Interconnection Facilities Charge accordingly, solely at the option of Company.

### RATE UPDATES

The Credits, Integration Services Charge and Seller Charge under this Schedule will be updated every two years. Sellers who have contracted for the Fixed Long-Term Energy and Capacity Credits will not be affected by updates in the Energy and Capacity Credits until their rate term expires. Sellers who have executed a Purchase Power Agreement will not be affected by future changes to the Integration Services Charge for the specified term of its Purchase Power Agreement. For all Qualifying Facilities selling to Company pursuant to the Variable Capacity Rate provisions of this Schedule, such Energy and Capacity credits shall be updated and changed in accordance with the Commission's orders in the Company's biennial avoided cost proceedings.

The sale, delivery, and use of electric power hereunder, and all services of whatever type to be rendered or performed in connection therewith, shall in all respects be subject to and in accordance with the Variable or Long-Term rates selected by Seller in Company's Schedule PP and the Terms and Conditions for the Purchase of Electric Power. Said Rate Schedule and Terms and Conditions for the Purchase of Electric Power are subject to change, revision, alteration or substitution, either in whole or in part, upon order of the Commission or any other regulatory authority having jurisdiction, and any such change, revision, alteration or substitution shall immediately be made a part of the Agreement as though fully written herein, and shall nullify any prior provision in conflict therewith. Any change to the Rate Schedule or Terms and Conditions shall not apply to the Fixed Long-Term Rates themselves, or the Integration Services Charge, but shall apply to all other provisions of the Rate Schedule and Terms and Conditions for the Purchase of Electric Power, including but not limited to Variable Rates, other types of charges, and all non-rate provisions. For Purchase Power Agreements executed pursuant to the Fixed Long-Term rates approved in Docket No. 2019-186-E or its predecessors, any change to the Schedule shall not apply to the Fixed Long-Term Energy and Capacity Rates and the Integration Services Charge during the Contract Period.

### RENEWABLE ENERGY CREDITS

Unless otherwise specified in Company's agreements with Seller, the sale of power under this Schedule does not convey to Company the right to renewable energy credits (RECs) or green tags associated with Effective for service rendered on and after April 22, 2021

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the energy delivered.

#### CONTRACT CAPACITY

The Contract Capacity shall be as specified in the Purchase Power Agreement between Company and Seller. Only one such Standard Contract shall be permitted for any Qualifying Facility.

#### PAYMENTS

Credit billings to Seller shall be payable to Seller within fifteen (15) days of the date of the bill. Bills under this Schedule are due and payable on the date of the bill. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a 1.5% late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

#### CONTRACT PERIOD

Each Seller shall enter into a Purchase Power Agreement which shall specify the Contract Capacity committed for delivery throughout the term of the contract and shall specify the initial term and associated rate.

#### INTERCONNECTION FACILITIES COSTS

For Eligible Qualifying Facilities, the installed costs for all facilities constructed or installed by Company to interconnect and safely operate in parallel with Seller's equipment shall be determined in accordance with Company's Terms and Conditions for the Purchase of Electric Power. When only the installation of Company's meter is required for the purchase of electric power, the \$25 minimum monthly Interconnection Facilities Charge shall not be applicable. Interconnection of Seller's generation to Company's system shall be in accordance with the South Carolina Generator Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Interconnections.

#### SOUTH CAROLINA POWER EXCISE TAX

Seller shall be responsible for paying any and all taxes including, but not limited to, the Electric Power Excise Tax for the electric power generated by Seller's facilities, which may be imposed under Subsection (1) of S.C. Code Ann. §12-23-10 (1976), as amended, or any equivalent statute or regulations.

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SC Schedule PPL-4  
Superseding SC Schedule PPL-3

## PURCHASED POWER SCHEDULE FOR LARGE QUALIFYING FACILITIES PPL-4

### AVAILABILITY

This Schedule is made available pursuant to Order No. \_\_\_\_\_ for purchase by Duke Energy Progress, LLC ("Company") of electrical energy and capacity supplied by Small Power Producer Qualifying Facilities (as defined by Chapter 41 of Title 58 of the S.C. Code of Laws) with a nameplate capacity rating greater than two (2) megawatts ("Eligible Sellers") and delivered to Company's system upon execution of the standard Power Purchase Agreement – Large QF PPA approved by the Commission ("LQF PPA") by Eligible Seller and Company. The sale, delivery, and use of electric power hereunder, and all services of whatever type to be rendered or performed in connection therewith, shall in all respects be subject to and in accordance with the Company's LQF PPA. Consistent with S.C. Code Ann § 58-41-20(A) and the Public Utility Regulatory Policies Act of 1978, nothing herein restricts an Eligible Seller from entering into a Power Purchase Agreement with the Company with rates, terms and conditions that differ from this Schedule or the LQF PPA.

The Fixed Long-Term Credits offered in this Schedule are available only to Eligible Sellers that establish a legally enforceable obligation to sell and deliver power to Company through (i) negotiation and execution of a mutually-binding LQF PPA (or alternative form of Power Purchase Agreement acceptable to Company, in its sole discretion); or (ii) through Eligible Seller's execution and delivery of a Notice of Commitment Form, as approved by the Commission, which is accepted by Company to be complete and to establish the Eligible Seller's legally enforceable obligation date pursuant to the terms of the Notice of Commitment Form. Prior to an Eligible Seller establishing a legally enforceable obligation, the Long-Term Credits under this Schedule shall be indicative of Company's current avoided cost of energy and capacity but shall not be binding on either Company or the Eligible Seller and shall be subject to adjustment through updates to this Schedule unless and until the Eligible Seller establishes a legally enforceable obligation as set forth herein.

To obtain an LQF PPA or Notice of Commitment Form, an Eligible Seller may contact the Company at:

Duke Energy - Distributed Energy Technologies  
400 South Tryon Street  
Mail Code: ST 26A  
Charlotte, North Carolina 28202  
Attn.: Wholesale Renewable Manager  
[DERContracts@duke-energy.com](mailto:DERContracts@duke-energy.com)

Pursuant to Order No. \_\_\_\_\_, the Company will continue to incorporate the most up-to-date inputs to avoided energy and avoided capacity costs for purposes of calculating avoided cost rates offered under this Schedule consistent with the methodology approved by the Commission and Company's most recent integrated resource plan. The Fixed Long-Term Credits identified in the Rate section of this Schedule shall only be available to Eligible Sellers that establish a legally enforceable obligation on or before the date that the Company submits updated Fixed Long-Term Credits under this Schedule to the Commission.

This Schedule is limited to power delivered to Company by Eligible Sellers under the LQF PPA. If Eligible Seller requires supplemental, back-up, or standby services, Eligible Seller shall enter into a separate service agreement with Company in accordance with Company's applicable electric rates, riders, and Service Regulations on file with and authorized by the state regulatory agency having jurisdiction. Nothing in this Schedule shall be interpreted as providing for interconnection to Company's system; such interconnection service must be contracted for separately pursuant to the South Carolina Generator Interconnection Procedures.

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### RATE

Company shall pay Eligible Sellers for energy and/or capacity furnished to Company at the Credits set forth below as applicable and such payments shall be reduced by the Solar Integration Services Charge, pursuant to the terms of the LQF PPA

### Solar Integration Services Charge

The Solar Integration Services Charge, and avoidance thereof, is addressed in the LQF PPA.

Solar Integration Services Charge:       \$0.00239 per kWh

### Energy and Capacity Credits

Eligible Sellers shall be paid based upon the Eligible Seller's interconnection with Company's distribution or transmission system for all energy delivered to Company's system as registered or computed from Company's metering facilities. The Energy and Capacity Credit provided herein is based on a contract term of ten (10) years.

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| <u>Fixed Long-Term Rate<br/>(10 years)</u> | <u>Fixed Long-Term Rate<br/>(10 years)</u>    |
|--|---|
| <u>Interconnected<br/>to Distribution</u>  | <u>Interconnected<br/>to<br/>Transmission</u> |

**Energy Credits (¢/kWh)<sup>2</sup>:**

On-peak kWh:

|                          |      |      |
|--------------------------|------|------|
| a. Summer                | 3.00 | 2.92 |
| b. Winter                |      |      |
| 1. Morning Hours         | 3.92 | 3.84 |
| 2. Evening Hours         | 4.27 | 4.18 |
| c. Premium Peak          |      |      |
| 1. Summer                | 3.22 | 3.12 |
| 2. Winter                | 5.12 | 4.98 |
| d. Shoulder              |      |      |
| 1. Morning/Evening Hours | 3.04 | 3.00 |

Off-peak kWh:

|             |      |      |
|-------------|------|------|
| a. Summer   | 2.83 | 2.78 |
| b. Winter   | 3.49 | 3.44 |
| c. Shoulder | 2.61 | 2.58 |

**Capacity Credits (¢/kWh)<sup>3</sup>:**

On-peak kWh:

|           |       |       |
|-----------|-------|-------|
| a. Winter | 10.29 | 10.08 |
|-----------|-------|-------|

<sup>2</sup> For Energy Credit purposes, Summer months are defined as calendar months June through September, Winter months are defined as calendar months December through February, and Shoulder months are defined as March through May and October through November. Summer on-peak hours shall be Monday through Friday from 1:00 p.m. to 4:00 p.m. and 8:00 p.m. to 9:00 p.m. Winter on-peak hours shall be Monday through Friday with morning hours from 4:00 a.m. to 6:00 a.m. and 9:00 a.m. to 11:00 a.m., plus evening hours from 6:00 p.m. to 10:00 p.m. Shoulder on-peak hours shall be Monday through Friday with morning hours from 5:00 a.m. to 10:00 a.m. plus evening hours from 5:00 p.m. to 11:00 p.m. Summer premium peak hours shall be Monday through Friday from 4:00 p.m. to 8:00 p.m. Winter premium peak hours shall be Monday through Friday from 6:00 a.m. to 9:00 a.m. There are no premium peak hours for Shoulder months. All other hours, plus the following holidays, shall be off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When a holiday falls on a Saturday,



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the Friday before the holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

- <sup>3</sup> Capacity Credit shall only be applicable in Winter months defined as calendar months of December through March. On-peak hours shall be all Winter days from 4:00 a.m. to 9:00 a.m.. Capacity credits are not applicable in all other months.

#### RENEWABLE ENERGY CREDITS

The sale of power under this Schedule does not convey to Company the right to renewable energy credits (RECs) or green tags associated with the energy delivered.

#### POWER FACTOR CORRECTION

For distribution-connected Eligible Sellers, unless Eligible Seller is required by an Operating Agreement to adjust VAR production to support voltage control, when Eligible Seller consumes VARs supplied by Company or Eligible Seller delivers VARs to Company, the monthly bill will be increased by a sum equal to \$0.30 multiplied by the maximum consumed or supplied reactive kilovolt-amperes (kVAR) registered by a demand meter suitable for measuring the demand used during a 15-minute interval.

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## SERVICE REGULATIONS

### 1. DEFINITIONS

Duke Energy Progress, LLC is referred to herein as the "Company" and the user and prospective user is referred to as the "Customer." The Public Service Commission of South Carolina is referred to as the "Commission."

### ~~1.2.1.~~ SERVICE AGREEMENT

- (a) Description: The Service Agreement (hereinafter sometimes termed "Agreement") shall consist of (1) Company's form of Application for Supply of Electricity, when signed by Customer and accepted by Company, (2) the applicable Schedule and Riders and (3) these Service Regulations, and all changes, revisions, alterations therein, or substitutions therefor lawfully made; provided that when the requested supply of electricity (1) is for residential uses or (2) is for other uses when the Customer's contract demand (a) is initially less than 1,000 kW or (b) does not require an increase in Company's facilities when the demand increases to 1,000 kW or more, and (3) when no extra charges for installation or other special contractual provisions are involved, the Customer's application and the Company's acceptance thereof may be verbal, and in such event the Company's applicable Schedule, Riders and these Service Regulations shall be effective in the same manner as if Company's form of Application for Supply of Electricity had been signed by Customer and accepted by Company. Such a verbal Service Agreement shall be conclusively presumed, when there is no written application by a Customer accepted in writing by the Company, if electricity supplied by the Company is used by Customer or is used on Customer's premises.
- (b) Application of Service Regulations and Schedules: All Service Agreements in effect at the time of the approval hereof or that may be entered into in the future, are made expressly subject to these Service Regulations, and subject to all applicable Schedules and Riders, and any changes therein, substitutions therefor, or additions thereto lawfully made.
- (c) Selection of Optional Schedules: Where two or more rate schedules and/or riders are available, Company will attempt to assist Customer to a reasonable extent in determining which rate schedule and/or rider to select. It is the Customer's right and responsibility to select the available rate and/or rider. The Company will not assume responsibility for this choice since the control of the electric usage is under Customer's ultimate control.
- (d) Conflicts: In case of conflict between any provision of a Schedule or Rider and of these Service Regulations, the provision of the Schedule or the Rider shall prevail.
- (e) Transfer of Agreement: A Service Agreement between the Company and Customer may be transferred and assigned by the Customer to any person, firm, or corporation purchasing or leasing and intending to continue the operation of the plant or business which is being served under such Agreement, subject to the written approval of the Company. The Company will grant such approval upon being reasonably satisfied that the assignee will fulfill the terms of the Agreement and if, at Company's option, a satisfactory guarantee for the payment of bills is furnished by assignee.
- (f) Suspension of Billing Under Agreement at Customer's Request: If Customer is temporarily unable to take the electricity contracted for due to physical destruction of or damage to his premises, Company will, upon written request of Customer, and for a period reasonably required to replace or repair such premises, suspend billing under the Agreement effective with the beginning of the next ensuing billing period. However, if Customer desires to use electricity in a lesser amount than the minimum provided in the Agreement it will be supplied and billed under Company's Schedule and Riders applicable to his use.

The Service Charge and any temporary service charges for electric service to temporary facilities

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will not be applied when Company's construction costs of such construction do not exceed a reasonable amount or to reestablish permanent electric service. A residential or small nonresidential Customer, following the physical destruction of his premises from a natural disaster, may also suspend or terminate area lighting service within the initial contract period without incurring early termination charges.

If Customer will be using less than one-half of his Contract Demand during a period of suspended operations for at least three consecutive months but no longer than twelve consecutive months, and upon written request by Customer, the Billing Demand shall be the maximum kW registered during the current billing month under the Schedules and Riders effective for the reduced usage. When Customer's load regularly falls below one-half of his Contract Demand, such operations shall not be considered as suspended operations.

During the initial twelve months of service, Customer's monthly bills will be rendered under the most advantageous available Schedule and Rider, except that once a bill is rendered under the Schedule and Rider(s) specified in the Service Agreement, service will thereafter be provided only under that Schedule and Rider. The Contract Demand will be excluded from the determination of the Billing Demand and Availability provisions of the Schedule during this initial period.

- (g) Termination of Agreement at Customer's Request: If Customer desires to terminate the Agreement, Company will agree to such termination if Company is satisfied that Customer no longer has use for electricity at the premises and all bills for electricity previously rendered have been paid, and provided that Customer pays to Company, for standard facilities, a termination charge equal to (1) for Customers served from Company's distribution system the loss in salvage of the facilities used to serve the Customer less the greater of (a) 20 percent of the loss in salvage for each full year that such facilities shall have been in service or (b) 20 percent of each full year's revenue that such facilities shall have been in service; (2) for Customers served from Company's transmission system, the loss in salvage of the facilities used to serve the Customer less the greater of (a) 10 percent of the loss in salvage for each full year that such facilities shall have been in service or (b) 10 percent of each full year's revenue that such facilities shall have been in service. Company may waive the foregoing provision if Company has secured or expects to secure from a new occupant or operator of the premises an Agreement satisfactory to Company for the supply of electricity for a term not less than the unexpired portion of Customer's Agreement.
- (h) Company's Right to Terminate or Suspend Agreement: Company, in addition to all other legal remedies, may either terminate the Agreement or suspend delivery of electricity to Customer for (a) any default or breach of Agreement by Customer, (b) fraudulent or unauthorized use of electricity or use in such manner as to circumvent Company's meter, (c) failure to pay bills when due and payable or failure to restore deposit within the specified period or, (d) in case of a condition on Customer's side of the point of delivery actually known by Company to be, or which Company reasonably anticipates may be, dangerous to life or property. No such termination or suspension, however, will be made by Company without twenty-four hours' written notice (or such written notice as required by the state regulatory authority) delivered to Customer personally or by mail, stating in what particular the Agreement has been violated, except that no notice need be given in instances set forth in (b) and (d) above.

Failure of Company to terminate the Agreement or to suspend the delivery of electricity at any time after the occurrence of grounds therefor or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect Company's right later to resort to any or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

Any suspension of the delivery of electricity by Company or termination of the Agreement upon

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any authorized grounds shall in no wise operate to relieve Customer of his liability to pay for electricity supplied, nor shall it relieve Customer (1) of his liability for the payment of minimum monthly charges during the period of suspension, nor (2) of his liability for damages, if the Agreement has been terminated, in the amount of (a) the minimum monthly charges which would have been payable during the unexpired term of the Agreement plus (b) the termination charges provided for in paragraph 1(g) above. Whenever the supply of electricity is suspended for any authorized reason, Company will make a charge of \$19.00 for the restoration of service.

### 32. CONDITIONS OF SERVICE

- (a) Company is not obligated to supply electricity to Customer unless and until: (1) Company's form of Application for Supply of Electricity is executed by Customer and accepted by Company; (2) in cases where it is necessary to cross private property to deliver electricity to Customer, Customer conveys or causes to be conveyed to Company, without cost to Company, a right of way easement, satisfactory to Company, across such private property for the construction, maintenance, and operation of Company's lines and facilities, necessary to the delivery of electricity by Company to Customer: provided, however, in the absence of a formal conveyance, Company, nevertheless, shall be vested with an easement over Customer's premises authorizing it to do all things necessary to the construction, maintenance, and operation of its lines and facilities for such purpose; (3) any inspection certificates or permits that may be required by law in the local area are furnished to Company.
- (b) If Company installs a substation or other facilities for service to Customer, any available capacity of such facilities not needed to supply Customer may be used by Company to supply others.
- (c) Company may refuse to furnish electric service to any Applicant, or Customer, who at the time is indebted to Company for electric service previously supplied to such Applicant or Customer, or any other member of his household, or business, in any area served by Company.

### 4. LANDLORD PROGRAMS

The Company will provide a Revert-to-Owner program available to Landlords, property managers, or other property owners to provide continuity in service when a tenant notifies the Company to discontinue service by automatically switching the account to the Landlord until a new tenant sets up service or the Landlord requests to discontinue service. The program is not applicable in situations where a tenant has been disconnected for nonpayment or the Company has been notified of a safety issue that warrants the termination of service. The provisions of the Revert-to-Owner program are outlined below.

- (a) An email address is required for enrollment. The Revert-to-Owner agreement may be emailed to the Landlord, or accepted digitally through an online portal, known as the "Landlord Experience."
- (b) Landlord may enroll properties via self-service using the Company's "Landlord Experience" online portal or provide in writing a list of properties they wish to enroll in the program on a contract provided by the Company.
- (c) Eligibility to enroll in the Revert-to-Owner program requires any delinquent balance associated to the Landlord to be paid.
- (d) The Landlord may add and remove properties from the program at any time either by self-service using the "Landlord Experience" online portal or by contacting the Company's customer service department, and will be responsible for all charges associated to the properties enrolled while service is/was in their name.
- (e) The Landlord is responsible for notifying the Company of any changes in mailing address.

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(f) Recertification will occur every two years based on the date of the oldest Revert-to-Owner premises established in order to ensure properties enrolled in the Revert to Owner program are valid.

(g) The Company shall maintain the discretion to remove a Landlord from the program for failure to pay or for failure to recertify.

### 53. SERVICE CHARGE

When Company first supplies electricity under any applicable metered Schedule, Customer shall pay Company a service charge of \$17.00, except a Revert-to-Owner Landlord Agreement Customer shall pay a service charge of \$5.35, which shall be in addition to all other charges under the Service Agreement. This service charge shall become a part of the first bill rendered thereafter to Customer for electricity supplied at such premises unless it is paid in advance of the rendition of such bill.

### 64. DEPOSITS

The collection of Customer deposits shall be in accordance with Section 103-331 of the Rules and Regulations Governing Service Supplied by Electric Systems in South Carolina issued by the Public Service Commission of South Carolina. No security deposit will be assessed for landlords establishing service for properties enrolled in the Revert-to-Owner program; however, if a property enrolled in the Revert to Owner program is disconnected for nonpayment, a security deposit will be required to restore service.

### 75. USE OF ELECTRICITY

Electricity shall be supplied directly to Customer by Company and shall be used by Customer only for the purposes specified in, and in accordance with, the Agreement. Electricity supplied by Company shall be for Customer's use only and may not be sold directly on a metered or unmetered basis by Customer to lessees, tenants or others and under no circumstances may Customer or other person or concern install or maintain any meter for the purpose of metering electricity supplied with the object of rendering a bill therefor unless authorized by Company's Schedule attached to and made a part of the Agreement.

A Customer who desires electricity for more than one classification of use on the same premises shall execute a separate Agreement for each separate classification, Customer's wiring being so arranged that electricity for each separate classification can be metered separately. When Customer conducts a business in his residence, for which business electricity is used, Company will supply all electricity through one meter under the Schedule applicable to the classification for his business use, unless Customer's wiring is so arranged that his residential use and his business use can be separately metered, in which event the appropriate Schedule will be applied to each such use.

In the event Customer utilizes a form of load control, such controls shall not cause a demand to be placed on Company's facilities which, in Company's opinion, unreasonably exceeds the integrated metered demand. Company reserves the right to determine the maximum fifteen-minute demand on a rolling time interval rather than the time interval of the metering facility in order to reflect the effect of any such controlled demand. The rolling time interval may or may not coincide with a time interval, if any, being supplied to Customer.

Customer shall not without the written assent of Company connect his installation to lines which cross over or under any public or semi-public space in order to supply electricity purchased through one meter to his adjacent properties. Such written assent may be given only in instances where such adjacent properties are operated as one integral unit under the same name and proprietorship and for carrying on parts of the same business, and where a separate type of business is not involved.



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86. CONTRACT DEMAND

(a) The Contract Demand shall be the kW of demand specified in the Service Agreement. In cases where any change is required in Company's facilities due to the actual demand exceeding the Contract Demand or due to Customer requesting an increase in available capacity, Company may require Customer to execute a new Agreement or amend an existing Agreement, thereby establishing a new Contract Demand. If Company is unable to supply such actual or requested increase, then upon written request, Customer will not exceed the existing Contract Demand or such amount in excess thereof as Company determines it is able to provide.

       (b) If Customer desires to reduce the effective Contract Demand at any time prior to the time the Billing Demand of the applicable Schedule first equals or exceeds the Contract Demand, Company may agree to reduce the Contract Demand to the number of kilowatts specified in writing by Customer provided Customer pays to Company a sum of money equal to the estimated cost (after deducting the then value of usable materials and facilities and the salvage value of nonusable materials and facilities) of installing and removing the existing facilities in place for serving Customer, plus any money spent by Company which would not have been spent if Customer had originally requested the reduced Contract Demand less 10% (20% if Customer is served from Company's distribution system) for each full year such facilities shall have been in service. The agreed upon reduction shall be effective with the beginning of the next ensuing billing period.

The Company reserves the right to reduce its facilities to the capacity adequate to serve the Customer's maximum 15-minute demand of the preceding twelve billing months and to amend the Service Agreement to such maximum demand. If Customer desires that Company not change its facilities, Company may agree to do so provided Customer executes a Service Agreement for the amount such facilities were installed to serve.

       (c) If Customer increases his load without adequate notice to Company, and without receiving Company's consent, and such unauthorized increase causes loss of or damage to Company's facilities, the cost of making good such loss or repairing such damage shall be paid by Customer.

97. LOW POWER FACTOR ADJUSTMENT

Customer shall at all times maintain a power factor at the point of delivery as nearly 100 percent as practicable; however, if Customer's power factor is found to be less than 85%, Company will increase the monthly bill by a sum equal to \$0.30 multiplied by the difference between the maximum reactive kilovolt-amperes (kVAR) registered or computed by a demand meter suitable for measuring the demands used during any 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

108. METERING AND BILLING

(a) Company's meters will be read and bills rendered monthly. at regular intervals of approximately 30 days. (By special order of the regulatory agencies bimonthly reading is permitted under certain conditions.) Meter readings may be obtained manually on the Customer's premises, or remotely using radio frequency or other automated meter reading technology. Billing statements will show the readings of the meter at the beginning and end of the billing period; except, however, when interval load data is used to determine the bill under certain rate schedules or riders, only the billing units may be shown.

(b) Bills rendered for periods of less than 26 or more than 34 days and all initial and final bills rendered on a Customer's account will be prorated on the basis of a normal 30-day billing period; however, if an initial and final bill occur with the same billing month, no such proration will be

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made.

(c) If Company is unable to read Customer's meter for any reason, his use may be estimated by Company on the basis of his use during the next preceding billing period for which readings were obtained, unless some unusual condition is known to exist. A bill rendered on the basis of such estimate shall be as valid as if made from actual meter readings.

(d) The term "Month" or "Monthly" as used in Company's Schedules and Riders refers to the interval transpiring between the previous meter reading date and the current reading date ~~and bills shall be rendered accordingly, except that if the period covered by an initial or final bill or due to rerouting of meter reading schedule is more or less than 28-34 days, the bill will be prorated based on a 30-day billing month.~~

# 11. AVAILABILITY OF BUDGET BILLING

A "Budget Billing Plan" is available, at the Company's Option, to Customers who are (i) residential Customers, or (ii) non-residential Customers whose contract demand is less than 1,000 kW and whose actual demand has not equaled or exceeded 1,000 kW over the preceding 12 months; provided, however, that Customers on a non-standard billing cycle are not eligible for budget billing. The purpose of the Budget Billing Plan is to minimize billing amount fluctuations. Eligible customers may choose between the Annual Budget Billing Plan and the Quarterly Budget Billing Plan if they have 12 months or more of billing history at their current premise; if there is less than 12 months of billing history, then only the Quarterly Budget Billing Plan is available. The Company may exercise discretion as to the availability of either Plan to a Customer based on reasonable criteria, including but not limited to:

- (a) Customer's recent payment history;
- (b) The amount of any delinquency in the account;
- (c) Customer's payment performance in respect to any prior arrangements or plans;
- (d) Any other relevant factors concerning the circumstances of the Customer; and
- (e) The appropriateness of budget billing, as determined by the Company, under the Customer's selection of rate schedule and the applicable riders.

If the Customer fails to pay bills as rendered under the Budget Billing Plan, the Company reserves the right to revoke the plan as to the Customer, restore the Customer to regular billing and require immediate payment of any deficiency.

Failure to receive a bill in no way exempts Customer from the provisions of these terms and conditions.

## (i) Annual Budget Billing Plan Description:

- (1) The Annual Plan provides 12 months of equal payments by using 12 months of Customer's usage, dividing the usage by 12, and using the result to calculate the bill. Month 12 is a settle-up month between the billed amounts and Customer bills based on actual usage.
- (2) A bill message is sent after 3, 6, and 9 months with a new bill amount if the budget bill amounts compared to the actual bill amounts exceeds a threshold set by the Company.
- (3) The budget bill amount is also changed as needed after the 12 month review.

## (ii) Quarterly Budget Billing Plan Description:

- (1) The Quarterly Plan provides 3 months of equal payments starting by using 12 months of the Customer's usage, dividing the usage by 12, and using the result to calculate the bill; provided, however, that if less than 12 months of Customer usage is available, the usage will be estimated.

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(2) However, to prevent a settle-up month, reviews occur after 3, 6, 9, and 12 months on the plan and continue every 3 months thereafter.

(3) The budget bill amount is changed as needed after each review. The change is automatic, and the Customer does not need to contact the Company.

(4) A bill message is sent after each review with a new bill amount if the budget bill amounts compared to the actual bill amounts exceeds a threshold set by the Company.

129. METER STOPPAGE OR ERROR

\_\_\_\_\_ In the event a meter fails to register accurately within the allowable limits established by the state regulatory body having jurisdiction, Company will adjust the measured usage for the period of time the meter was shown to be in error, not exceeding 60 days, just prior to the removal of such meter from service. Company shall refund or credit to Customer or Customer shall pay to Company the difference between the amount billed and the estimated amount which would have been billed had the meter not exceeded the allowable limits. No part of any minimum service charge shall be refunded.

130. POINT OF DELIVERY

\_\_\_\_\_ The point of delivery is the point where Company's service conductors are, or are to be, connected to Customer's conductors. Customer shall do all things necessary to bring his service conductors to such point of delivery for connection to the Company's service conductors, and he shall maintain his said conductors in good order at all times. Unless otherwise stipulated in the Agreement, the point of delivery shall be located as follows:

- \_\_\_(a) In cases of a connection of Company's overhead service conductors to Customer's overhead service conductors, such point of delivery shall be on the outside of the wall of Customer's building where Company's service conductors may be conveniently extended and anchored.
- \_\_\_(b) In cases of connection of Company's overhead service conductors to Customer's underground service conductors, such point of delivery shall be at a place on Company's nearest pole approximately one foot below the Company's conductors from which Customer is to be supplied.
- \_\_\_(c) In cases of connection of Company's underground service conductors to Customer's service conductors, such point of delivery shall be at a place on the outside wall of Customer's building to which Company's conductors may be conveniently extended and terminated.
- \_\_\_(d) In cases where a ground type substation is installed by Company to supply electricity to Customer, the point of delivery shall be at a place designated by Company on its substation structure.
- \_\_\_(e) In cases where a service entrance panel box was installed by Company on the exterior of the outside wall of Customer's dwelling for the purpose of supplying electricity under Company's All Electric Residential Service Schedule, the point of delivery shall be the point where Customer's conductors are connected to Company's conductors in such panel box.
- \_\_\_(f) In cases where electric wiring was installed by Company in residences or apartment buildings with service entrances of 400 amperes or larger, by connection from Company's overhead service conductors, for the purpose of supplying electricity under Company's All Electric Residential Service Schedule, the point of delivery shall be the point where Company's conductors are connected to the main switch owned by Customer, or the point where Customer's conductors are connected to the meter trough provided for multiple dwelling units if there is not a main switch for all dwelling units.



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Where special circumstances render it impracticable for the point of delivery to be located as above stated, then it shall be at a place selected or approved by Company and when so done the Customer shall bring his service conductors to and maintain them at such place.

#### 144. INSTALLATIONS

(a) By Company: Company shall install, own, operate, and maintain all lines and equipment located on its side of the point of delivery. It shall also furnish and install the necessary meter, and meter transformers where necessary, for measuring the electricity used, though such meter will usually be located on Customer's side of the point of delivery. When Customer requests Company to supply electricity to a single premises in a special manner requiring facilities over and above those normally provided by Company, such extra facilities will be provided, if Company finds it practicable, under the following conditions:

- (1) The facilities will be a kind and type normally used by or acceptable to Company and will be installed at a place and in a manner satisfactory to Company.
- (2) Customer will pay to Company a Monthly Facilities Charge of 1.0 percent of the estimated installed cost and rearrangement cost of all facilities required, including metering, in addition to those Company would have provided, but not less than \$25 per month.
- (3) If Company increases its investment, other than replacement of existing equipment with equipment of equal capacity and kind, in facilities necessary to supply Customer's special electric requirements (including conversion of the primary voltage to a higher voltage), the monthly charge for providing the extra facilities will be adjusted at that time. The Customer may terminate the extra facilities in accordance with the applicable termination provisions or continue the extra facilities under the changed conditions.
- (4) In lieu of the Monthly Facilities Charge of 1.0 percent, Customer may elect to make a contribution for the extra facilities as determined in 11(a)(2) and (3) above. After such payment, the Monthly Facilities Charge for the extra facilities will be 0.3 percent of said payment.
- (5) When Customer desires more than one point of delivery to a single premises at one or more voltages with a meter installation, acceptable to Company, to obtain the total kilowatt-hours and simultaneous kilowatts of demand, Company will furnish such service under the applicable terms and conditions of this Section 11.

Only those points of delivery located external to Customer's plant structure may be included in a totalized metering system arrangement. In case of a primary meter installation, the installed cost of metering equipment will not be included as extra facilities nor will the metering equipment be compensated for line or transformation losses.

- (6) Company shall not be required to make such installation of facilities in addition to those normally provided until Customer has signed such agreements, including provisions for termination, as may be required by Company.

- (7) The cost basis for Extra Facilities provided before January 1, 2017, shall continue to apply until a change in Customer's requirements necessitates a recalculation of the facilities that Company normally would have provided for standard electric service.

(b) By Customer: Customer shall install, own, operate and maintain all lines, service conductors, meter bases, and equipment, exclusive of Company's meter and meter transformers on Customer's side of the point of delivery and Customer will be the owner and have exclusive control thereof as well also as of all electricity after it passes the point of delivery. Customer shall so arrange his wiring that all electricity for one type of use can be supplied at one point of delivery and measured by a single meter. Except under special circumstances, Company's meter

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will be located on Customer's side of the point of delivery, and when it is to be so located Customer must make suitable provisions in his wiring for the convenient installation of the type of meter Company will use, and at a place suitable to Company. Customer's service entrance conductors shall not be installed within hollow walls unless the conductors are in conduit. Service entrance conductors not installed in conduit must be readily visible on the source side of Company's meter. Where a socket-type meter is to be used, Customer will provide, install at a place suitable to Company, own, and maintain a meter base or meter/switch enclosure to accommodate Company's meter under the following conditions: (1) the meter base or meter/switch enclosure shall be in accordance with Company specifications and bear the seal of approval of UL or other recognized authority in the industry, (2) Customer agrees to allow Company to install, maintain, and exercise exclusive control over all Company-owned facilities located inside Customer-owned meter base or meter/switch enclosure, including termination of Company-owned conductors to the line side terminals of Customer's meter base or meter/switch enclosure, (3) Customer agrees to allow Company to open and inspect the meter base or meter/switch enclosure at any time, and (4) Customer shall notify Company and obtain permission before altering or performing maintenance inside the meter base or metering section of the meter/switch enclosure. Socket-type meter bases furnished by Company prior to January 1, 1991 will continue to be owned by Company until replacement of meter base is necessary, at which time Customer will provide, install at a place suitable to Company, own, and maintain a replacement meter base under the above conditions.

Customer shall not utilize any equipment, appliance, or device which tends to affect adversely Company's supply of service to, or the use of service by, Customer or others. Customer shall not install gaseous discharge lighting with a power factor of less than 90 percent lagging. When polyphase service is supplied by Company, Customer shall control his use so that his load will be maintained in reasonable electrical balance between the phases at the point of delivery. Customer shall install and maintain devices adequate to protect his equipment against irregularities on Company's system, including devices to protect against single phasing.

- (c) Access To Premises: The duly authorized agents of Company shall have the right of ingress and egress to the premises of Customer at all reasonable hours over the same general route as Customer utilizes for the purpose of reading meters, inspecting Company's wiring and apparatus, changing, exchanging, or repairing its property on the premises of Customer and to remove such property at the time of or at any time after suspension of service or termination of Agreement.
- (d) Protection: Customer shall protect Company's wiring and apparatus on Customer's premises and shall permit no one but Company's agents to handle same. In the event of any loss or damage to such property of Company caused by or arising out of carelessness, neglect, or misuse by Customer, his employees or agents, the cost of making good such loss or repairing such damage shall be paid by Customer. In cases where Company's service facilities on Customer's premises require abnormal maintenance due to Customer's operation, Customer shall reimburse Company for such abnormal maintenance.

## 152. CONTINUANCE OF SERVICE AND LIABILITY THEREFORE

Company does not guarantee continuous service but shall use reasonable diligence at all times to provide an uninterrupted supply of electricity and having used reasonable diligence shall not be liable to Customer for damage, for failure in, or for interruptions or suspensions of, the same.

Company reserves the right to suspend service without liability on its part at such times and for such periods and in such manner as it may deem advisable (a) for the purpose of making necessary adjustments to, changes in, or repairs on its lines, substations, and facilities and (b) in cases where, in its opinion, the continuance of service to Customer's premises would endanger persons or property.

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In the event of an adverse condition or disturbance on the system of Company, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, Company may, without incurring liability, interrupt service to customers or areas and take such other action as appears reasonably necessary.

Customer assumes responsibility for and shall indemnify, defend, and save the Company harmless against all liability, claims, judgments, losses, costs, and expenses for injury, loss, or damage to persons or property including personal injury or property damage to Customer and his employees on account of defective construction, wiring, or equipment, or improper or careless use of electricity, on Customer's side of the point of delivery.

#### 163. GOVERNMENT RESTRICTIONS

The delivery date, quantity, and type of electricity to be supplied by Company are subject to changes, restrictions, curtailments, or complete suspensions by Company as may be deemed by it to be necessary or advisable (a) on account of any lawful order or regulation of any municipal, State, or Federal government or agency thereof, or order of any court of competent jurisdiction, or (b) on account of any emergency or shortage due to war or catastrophe, or during the duration thereof, all without liability on the part of the Company therefore.

#### 174. COSTS INCURRED IN PREPARING TO SERVE CUSTOMER

If a prospective customer advises Company that he intends to contract for electric service with Company, and Company incurs costs in preparing to furnish service to him, and thereafter he fails to enter into a written Service Agreement with Company within a reasonable time after the date when he advises Company that he expects to begin receiving service, then such prospective customer shall be liable to Company for all costs reasonably incurred by Company in preparing to serve him.

#### 185. SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

#### 196. GENERAL

- (a) Whenever the term "service" or "electric service" is used in these Service Regulations or other portions of the Agreement, it shall be construed to refer to the electricity supplied to Customer.
- (b) The term "Company's service conductors" means Company's wires extending from the point of connection with Company's supply line to the point of delivery.
- (c) The term "Customer's service conductors" shall mean Customer's wires extending from the point of delivery to the switch box or other point where the branch circuits connect for the purpose of distributing the electricity taken from Company to his various places of use.
- (d) The term "service connection" means the connection of Company's service conductors to Customer's service conductors.

Service Regulations (SC)  
Duke Energy Carolinas, LLC

Electricity No. 4  
South Carolina Third Revised Leaf A  
Superseding South Carolina Second Revised Leaf A

#### Foreword

The Service Regulations of the Company are filed with the Commission having jurisdiction over public utilities. The regulations are presented here and are incorporated by reference in each contract or agreement for electric service.

#### Definitions

Duke Energy Carolinas, LLC is referred to herein as the "Company" and the user and prospective user is referred to as the "Customer" or "Consumer," these terms to be considered as synonymous. The Public Service Commission of South Carolina is referred to as the "Commission."

#### I.

#### Agreement

Electric service will be supplied under (a) the Company's standard form of application, service agreement, or contract, (b) the applicable rate schedule or schedules, and (c) these service regulations, unless otherwise specified in any particular rate schedule or contract on file with and approved by the Commission. The Company shall not be required to supply service unless and until such agreement is executed by the Customer and the Company. It is understood and agreed that no promise, statement or representation by an agent, employee or other person shall be binding upon the Company unless it is in writing and attached to and made a part of the agreement. However, when the requested supply of electricity is for residential use, or for nonresidential use under contracts of two thousand kilowatts (2000 kW) or less, and no additional charges are involved, the Customer's application or agreement may be verbal. When the application or agreement is verbal, the Company's applicable rate schedules, riders, and these Service Regulations will be effective in the same manner as if the Company's standard form of application or agreement had been signed by the Customer and accepted by the Company. A verbal service agreement shall be presumed when there is no written application by a Customer, if electricity supplied by the Company is used by the Customer or on the Customer's premises.

#### Cancellation of Agreement for Nonresidential Service at Customer's Request

Unless otherwise provided in the rate schedule and/or rider(s) under which the Customer is served, if the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company as an early termination charge the lower of:

- (a) The net present value of the monthly minimum bills, including, but not limited to, basic facilities, demand, and extra facilities charges, for the remaining term under the agreement less the expected net present value of the monthly minimum bills for the initial term of contract of any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination, provided, however, this amount shall not be less than zero.

or

- (b) The loss due to early retirement ("LDER") of all transmission and distribution facilities specifically installed by the Company in order to provide the Customer with electric service under the agreement that will not be utilized by any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination. The LDER amount shall be calculated as the installed cost of such facilities less accumulated depreciation, less any salvage value, plus removal cost, provided, however, this amount shall not be less than zero.

Service Regulations (SC)  
Duke Energy Carolinas, LLC

Electricity No. 4  
South Carolina Second Revised Leaf Aa  
Superseding South Carolina First Revised Leaf Aa

#### Agreement Personal

The rights of the Customer under the agreement are personal and shall not be transferred or assigned by the Customer without the written consent of the Company.

#### Service Used In Advance

If service is used by the Customer before the application or agreement is completed, the service shall be governed by these regulations and the appropriate rate schedule. The Company may discontinue service at any time upon failure or refusal of the Customer to complete the application or agreement and pay in full the amount due for service to that date.

#### Vacated Premises

The Customer will notify the Company before quitting or vacating the premises served under the agreement, and will pay upon presentation, all bills due, including any early termination charges, under all agreements.

## II.

#### Deposit

Since an accumulation of unpaid bills would tend toward higher rates for all customers, the Company may require a deposit before beginning service or at any later time. The amount of the deposit and the interest paid on deposits will be in accordance with the Rules and Regulations of the Commission. The Company may require an increase or allow a decrease in the deposit if changes occur in the amount of bills rendered to the Customer. The Company may refund a deposit at any time. When service is discontinued, the Company will refund the deposit plus any accumulated interest, less any unpaid bills. Deposits shall cease to bear interest when service is discontinued and the Company has tendered or endeavored to tender to the Customer the amount due him. No security deposit will be assessed for landlords establishing service for properties enrolled in the Revert to Owner program; however, if a property enrolled in the Revert to Owner program is disconnected for nonpayment, a security deposit may be required to restore service.

#### Connection Charge

When the Company first supplies electricity under a metered rate schedule, the Customer shall pay the Company a connection charge of \$15.00. This charge shall become a part of the first bill rendered to the Customer for electricity supplied at such premises.

~~Effective for service on and after September 18, 2013~~  
~~PSCSC Docket No. 2013-59-E, Order No. 2013-611~~

Service Regulations (SC)  
Duke Energy Carolinas, LLC

Electricity No. 4  
South Carolina First Revised Leaf B  
Superseding South Carolina Original Leaf B

### III.

#### Customer's Wiring and Equipment

Equipment which will operate in one location may not operate in another location due to difference in voltage, phase, or frequency of electric service. The Customer shall give the Company notice and shall determine type of service available at the premises before wiring or purchasing equipment. The Company may specify the voltage and type of electric service to be furnished, and may also specify the location of the meter and the point where the service connection shall be made.

All the Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local municipal and state authorities; otherwise, the Company may refuse to connect service or may discontinue service to the Customer. The Customer shall keep in repair all such wiring and equipment to the point of connection with the facilities of the Company.

#### Changes in Customer's Wiring and Equipment

The Customer shall not use any equipment, appliance or device, or permit the continuation of any condition which tends to create any hazard or otherwise adversely affect the Company's service to the Customer or other customers, without written consent of the Company. When polyphase service is used by any customer, the Customer shall control the use of service so that the load will be maintained in reasonable electrical balance between the phases at the point of delivery.

The Customer shall give the Company reasonable notice in writing of any anticipated increase in demand exceeding 20 kW or ten percent (10%) of the former demand, whichever is greater. The notice shall state the approximate increase and date required. If the Company determines the unexpired term of the agreement is sufficient to justify the additional investment required, the Company will endeavor to provide additional capacity for any increase requested by the Customer within ninety (90) days of said notice.

The Company will extend its facilities and change the point of delivery only when the investment required is warranted by the anticipated revenue and when the extension is permissible and feasible.

### IV.

#### Access to Customer's Premises

The Company shall at all reasonable times have the right of ingress to and egress from the premises of the Customer for any and all purposes connected with the delivery of service, or the exercise of any and all rights under the agreement.

### V.

#### Right Of Way

The Customer shall at all times furnish the Company a satisfactory and lawful right of way over his premises for the Company's lines and apparatus necessary or incidental to the furnishing of service. The Customer shall also furnish satisfactory shelter for meters and other apparatus of the Company installed on the premises, except where the Company elects to install such equipment outdoors.

The Company may change the location of the right of way upon request of the Customer, and may require the Customer to pay the cost of the change. The change will not be made where it will interfere with or jeopardize the Company's service, either to the Customer requesting the change, or to any other customer or customers. All privileges of the Company related to the original location shall apply to the new location.

The obligation of the Company to supply service is dependent upon the Company securing and retaining all necessary rights-of-way, privileges, franchises or permits, for the delivery of such service, without cost to the Company and the Company shall not be liable to the Customer for any failure to deliver service because of the Company's inability to secure or retain such right-of-way, privileges, franchises, or permits.



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Duke Energy Carolinas, LLC

Electricity No. 4  
South Carolina Fifth Revised Leaf C  
Superseding South Carolina Fourth Revised Leaf C

## VI.

### Transmission, Distribution, and Service Facilities

The Company's transmission, distribution, and service facilities will be installed above ground on poles towers, or other fixtures or underground; Distribution facilities will be installed in accordance with the Company's Distribution Line Extension Plan and the Company's Service Regulations, as approved by the Commission.

The Company will require a contribution in aid of construction when the investment required to provide the requested facilities does not produce sufficient revenue to support the investment.

Service connections will be made as follows:

1. Where both the Company's lines and the Customer's entrance conductors are above ground, and where the service requires a transformer of 500 KVA or less:

The Company will extend its service conductors to the Customer's building, terminating them on the outside of the building at a location to be provided by the Customer and satisfactory to the Company for this purpose. The location must be of sufficient height to satisfy the requirements of the National Electric Safety Code and of applicable local codes, and the strength of the structure at the point of termination must be satisfactory to the Company.

The Customer will provide, install and own all self-contained meter sockets and current transformer enclosures, or the Customer may choose to provide and own a meter/switch enclosure (more commonly known as a house power panel). The Company will utilize and provide service through the Customer's meter/switch enclosure. The Company shall have exclusive control of and access to the metering installation under the following conditions:

- a. The meter/switch enclosure shall be in accordance with the Company's specifications.
- b. The wiring and connections are approved by the Company.
- c. The Customer agrees to allow the Company to open and inspect the meter/switch enclosure meter enclosure at any time.
- d. The Customer agrees to notify the Company and obtain permission before altering or performing maintenance inside the metering section of the meter/switch enclosure.

The Company will provide, own and install all poly-phase transformer-rated meter sockets.

For residential customers, the Company will provide, own and install all service risers and service laterals and will connect such risers and laterals to the line side terminals of the meter socket enclosure.

The Company will make the necessary connections from its service conductors to the Customers' entrance conductors.

2. Where both the Company's lines and the Customer's entrance conductors are below ground, or when one is above ground and the other is below ground, or where the size of the Customer's demand or any unusual character of the Customer's location requires the service agreement between the Company and the Customer to be made on one of the Company's long-form Electric Power Contracts, the Company will make the necessary connections from its service conductors to the Customer's entrance conductors as in Section 1 above if applicable, or as in Section 3 below if applicable. If neither Section 1 nor Section 3 is applicable, the connection shall be at a point to be agreed upon by the Company and the Customer.
3. When, in the Company's opinion, an individual transformer installation is necessary to serve the Customer's demand and such demand exceeds the capacity of a pole-type transformer installation, the Company may require the Customer to provide suitable outdoor space on his premises to accommodate a ground-type transformer installation. If the Customer is unable to provide outdoor space for a ground-type transformer installation, then the Company may require the Customer to provide a transformer vault on his premises.
  - a. When the Customer provides space for a ground-type, substation installation using overhead conductors, the Point of Delivery will be at a location determined by the Company. The Company may require the Customer to provide at the Point of Delivery, main disconnecting switches which shall control all of the Customer's load other than the fire pump circuit, if any.



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Superseding South Carolina Third Revised Leaf D

- b. When the customer provides space for a ground-type, padmounted transformer installation using underground conductors, the Company will provide and install the transformer. The Customer will provide and install, to the Company's specifications, the concrete pad for the transformer installation. The point of connection with the Customer's entrance conductors will be at the secondary voltage terminals of the Company's transformer.
  - c. When the Customer provides a transformer vault, the vault shall be constructed in accordance with the Company's specifications, and shall meet the requirements of the National Electrical Safety Code and other applicable safety codes and ordinances. The location of the vault shall meet the Company's requirements for accessibility and ventilation. The Company will provide and install the transformers and necessary associated equipment including circuit breakers, switches, supporting structures for equipment, primary cable and secondary cable to the point of connection with the Customer's entrance conductors. The point of connection shall be 12 inches inside one of the walls of a submersible vault or will be at the secondary terminals of the transformer or the secondary bus in a dry vault. The Company will coordinate the transformer vault installation with its Distribution Line Extension Plan for the installation of the primary cable from the Customer's vault to the Company's existing distribution facilities.
4. With respect to any service, after a service connection has been made it may be changed by the Company upon request of the Customer. The Customer must pay the cost of the change, unless anticipated additional revenue resulting from new or increased load made possible by the change in the service is sufficient to support the investment to change the facilities. The change will not be made where it will interfere with or jeopardize the Company's service either to the Customer desiring the change or to any other customer or customers. Changes involving the conversion of overhead facilities to underground facilities are described in the Company's Distribution Line Extension Plan.

#### Ownership of Equipment

All conductors and conduits, inside work and equipment, switches, fuses, and circuit breakers, from the point of connection with the Company's service shall be installed and maintained by and at the expense of the Customer. All equipment furnished by the Company shall be and remain the property of the Company.

### VII.

#### Meters

The Company will furnish all necessary meters. When a delivery point is changed from one location to another, all expenses in connection with relocation of the meter shall be paid by the Customer. The Company shall have the right, at its option, and at its own expense, to place demand meters, volt meters or other instruments on the premises of the Customer for the purpose of making tests with respect to the Customer's service.

#### Location of Meter

Meters for all residential service, and for all other service to the extent practicable, shall be located out-of-doors on the Customer's structure at a place which meets all of the Company's requirements for reading, testing, and servicing accessibility, and for safety.

Where it is not practicable, in the Company's opinion, to locate the meter and any associated apparatus out-of-doors, the Customer shall provide a suitable indoor location which meets all of the Company's requirements for reading, testing, and servicing accessibility, and for safety.

#### Failure or Inaccuracy of Meter

In case of the failure or inaccuracy of a meter, the Customer's bill, for the appropriate portion of the period of such failure or inaccuracy, shall be calculated to correct for billing error as provided in the Rules and Regulations of the Commission.

#### Meter Tests

The Company will test the meter serving the Customer's premises under the provisions provided for in the Rules and Regulations of the ~~Public Service Commission of South Carolina~~. When the Customer requests a meter test on a more frequent basis than that provided for in the Commission's rules, for each such additional test, a charge will be made to the Customer of \$30 for self-contained meters, and \$40 for all other meters.

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Duke Energy Carolinas, LLC

Electricity No. 4  
South Carolina Third Revised Leaf E  
Superseding South Carolina Second Revised Leaf E

### VIII.

#### Meter Reading

Meters will be read and bills rendered monthly. Meter readings may be obtained manually on the customer's premises, or remotely using radio frequency or other automated meter reading technology. Billing statements will show the readings of the meter at the beginning and end of the billing period, except; however, when interval load data is used to determine the bill under certain rate schedules or riders, only the billing units may be shown.

Meters with a constant of one may be read to the nearest 10 kilowatt hours except in the case of initial or final bills. For purposes of establishing billing demand and minimum bills, the nearest whole kW may be used

#### Bills Due Where No Notice Received

Meters will be read and bills rendered monthly. The Company will endeavor to deliver to the Customer, by US mail, electronic mail or messenger, a monthly statement of the amount due the Company by the Customer.

All bills are due and payable on the date of the bill, during regular business hours, at the office of the Company. Bills for residential and non-residential service are past due and delinquent on the twenty-fifth (25<sup>th</sup>) day after the date of the bill. ~~Bills for nonresidential service are past due and delinquent on the fifteenth (15<sup>th</sup>) day after the date of the bill.~~

Failure to receive a statement which has been properly mailed or hand-delivered will not entitle the Customer to any delay in paying the amount due beyond the date when the bill is due and payable.

The word "month" as used herein, and as used in the rate schedules of the Company means the period of time between the regular meter readings by the Company. Readings are taken each month at intervals of approximately thirty (30) days.

Bills rendered for periods of less than ~~2625~~ or more than ~~3435~~ days ~~as a result of rerouting of the Customer's account,~~ and all initial and final bills rendered on a Customer's account will be prorated on the basis of a normal 30-day billing period; however, if an initial and final bill occur within the same billing month, no such proration will be made.

Meters with a constant of one may be read to the nearest 10 kilowatt hours except in the case of initial or final bills. For purposes of establishing billing demand and minimum bills, the nearest whole kW shall be used.

#### Availability of Budget Billing

A "Budget Billing Plan" is available, at the Company's Option, to Customers who are (i) residential Customers, or (ii) non-residential Customers with a demand less than or equal to 75 kW; provided, however, that Customers that are on Greenwood rates and Customers on a non-standard billing cycle are not eligible for budget billing. The purpose of the Budget Billing Plan is to minimize billing amount fluctuations. Eligible customers may choose between the Annual Budget Billing Plan and the Quarterly Budget Billing Plan if they have 12 months or more of billing history at their current premise; if there is less than 12 months of billing history, then only the Quarterly Budget Billing Plan is available. The Company may exercise discretion as to the availability of either Plan to a Customer based on reasonable criteria, including but not limited to:

- a. Customer's recent payment history;
- b. The amount of any delinquency in the account;
- c. Customer's payment performance in respect to any prior arrangements or plans;
- d. Any other relevant factors concerning the circumstances of the Customer; and
- e. The appropriateness of budget billing, as determined by the Company, under the Customer's selection of rate schedule and the applicable riders.

If the Customer fails to pay bills as rendered under the Budget Billing Plan, the Company reserves the right to revoke the Plan as to the Customer, restore the Customer to regular billing and require immediate payment of any deficiency.

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South Carolina New Leaf Ea

Failure to receive a bill in no way exempts Customer from the provisions of these terms and conditions.

1. Annual Budget Billing Plan Description:

- i. The Annual Plan provides 12 months of equal payments by using 12 months of Customer's usage, dividing the usage by 12, and using the result to calculate the bill. Month 12 is a settle-up month between the billed amounts and Customer bills based on actual usage.
- ii. A bill message is sent after 3, 6, and 9 months with a new bill amount if the budget bill amounts compared to the actual bill amounts exceeds a threshold set by the Company.
- iii. The budget bill amount is also changed as needed after the 12 month review.

2. Quarterly Budget Billing Plan Description:

- i. The Quarterly Plan provides 3 months of equal payments starting by using 12 months of the Customer's usage, dividing the usage by 12, and using the result to calculate the bill; provided, however, that if less than 12 months of Customer usage is available, the usage will be estimated.
- ii. To prevent a settle-up month, reviews occur after 3, 6, 9, and 12 months on the plan and continue every 3 months thereafter.
- iii. The budget bill amount is changed as needed after each review. The change is automatic, and the Customer does not need to contact the Company.
- iv. A bill message is sent after each review with a new bill amount if the budget bill amounts compared to the actual bill amounts exceeds a threshold set by the Company.

Where Meter Is Not Read

If, for any reason, a meter is not read at the regular reading time, the Company may estimate the amount of service used, and make any adjustment which may be necessary in the bill rendered when the meter is next read. Or, the Company may render the Customer a bill for a minimum charge, and credit the Customer for this charge when the meter is read and bills computed for thirty (30) day intervals.

Offsets Against Bills

No claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

Adjustment of Billing Errors

In case of a billing error, the Customer's bill, for the appropriate portion of the period of such billing error, shall be calculated to correct for billing error as provided in the Rules and Regulations of the Commission.

IX.

Responsibility Beyond Delivery Point

It is understood and agreed that the Company is merely a furnisher of electricity, deliverable at the point where it passes from the Company's wires to the service wires of the Customer, or through a divisional switch separating the Customer's wires and equipment from the Company's wires and equipment. The Company shall not be responsible for any damage or injury to the buildings, motors, apparatus, or other property of the Customer due to lightning, defects in wiring or other electrical installations, defective equipment or other cause not due to the negligence of the Company. The Company shall not be in any way responsible for the transmission, use or control of the electricity beyond the delivery point, and shall not be liable for any damage or injury to any person or property whatsoever, or death of any person or persons arising, accruing or resulting in any manner, from the receiving or use of said electricity.

Interference With Company Property

The Customer shall not interfere with, or alter the Company's meters, seals, or other property, or permit the same to be done by others than the Company's authorized agent or employee. Damage caused or permitted by the Customer to said property shall be paid for by the Customer. When unauthorized use of electric service is discovered, the Company may discontinue service and the Customer shall be required to pay for the estimated unauthorized usage, the costs of inspection, investigation, and reconnection before service is restored.

PSCSC Docket No. 2009-226-E, Order No. 2010-79

Service Regulations (SC)  
Duke Energy Carolinas, LLC

Electricity No. 4  
South Carolina Second Revised Leaf F  
Superseding South Carolina First Revised Leaf F

X.

#### Resale Service

This contract is made and electricity is sold and delivered upon the express condition that the Customer shall not directly or indirectly sell or resell, assign, or otherwise dispose of the electricity or any part thereof, on a metered or unmetered basis, to any person, firm, corporation, tenant or lessee except where service is supplied under a contract specifically providing for resale. Neither the Customer, nor property owner, nor designated agent may install or maintain any meter for the purpose of rendering a bill for electric service.

Under no circumstances will the Company supply electricity for resale in competition with the Company.

#### Customer Generation and Foreign Electricity

The Customer shall not use the Company's electric service in parallel with other electric service, nor shall other electric service be introduced on the premises of the Customer for use in conjunction with or as a supplement to the Company's electric service, without the written consent of the Company. Non-utility owned generation systems may be allowed to interconnect pursuant to the South Carolina Standard for Interconnecting Small Generation 100 kW or Less with Electric Power Systems as approved by the ~~Public Service Commission of South Carolina~~, or the Company's own interconnection requirements, and upon entering into a contract for such service under an applicable rate schedule and/or rider.

XI.

#### Service Interruptions

The Company does not guarantee continuous service. It shall use reasonable diligence at all times to provide uninterrupted service, and to remove the cause or causes in the event of failure, interruption, reduction or suspension of service, but the Company shall not be liable for any loss or damage to a customer or customers resulting from such failure, interruption, single-phase condition, reduction or suspension of service which is due to any accident or other cause beyond its control, or to any of the following:

1. An emergency action due to an adverse condition or disturbance on the system of the Company, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, or to effect a reduction in service to compensate for an emergency condition on an interconnected system.
2. An Act of God, or the public enemy, or insurrection, riot, civil disorder, fire, or earthquake, or an order from Federal, State, Municipal, County or other public authority.
3. Making necessary adjustments to, changes in, or repairs on its lines, substations, and facilities, and in cases where, in its opinion, the continuance of service to Customers' premises would endanger persons or property.
4. It is expressly understood and agreed that the Company does not contract to furnish power for pumping water for extinguishing fires. In the event that the Consumer shall use said electric power, or any part thereof, for pumping water to be used for extinguishing fires, the Consumer shall, at all times, keep on hand, or otherwise provide for, an adequate reserve supply of water so that it shall not be necessary to pump water by means of said electric power during a fire. It is expressly understood and agreed that the Company shall not, in any event, be liable to the Consumer, nor to any of the inhabitants of any municipal consumer nor to any person, firm or corporation for any loss or injury of or to property or person by fire or fires occasioned by, or resulting directly or indirectly from the failure of any pump, pumping apparatus or appliances to operate, whether said failure shall be due to the act or omission of the Company or otherwise. It is the intention of the parties hereto that the Company shall not, in any event, be liable for any loss or damage occasioned by fire or fires which may be caused by, or result from the failure of the Company to supply electric power to operate such or any pump or pumping apparatus or appliances.

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Duke Energy Carolinas, LLC

Electricity No. 4  
South Carolina First Revised Leaf G  
Superseding South Carolina Original Leaf G

## XII.

### Denial or Discontinuance of Service

The Company, subject to the rules of the Commission, shall have the right to suspend its service for repairs or other necessary work on its lines, or system. In addition, the Company shall have the right to deny, suspend, or discontinue its service as provided in the Rules and Regulations governing service supplied by electric systems in South Carolina.

### Removal of Equipment

In the event discontinuance of service or expiration of contract, then it shall be lawful for the Company to remove its meters, apparatus, appliances, fixtures, or other property.

### Waiver of Default

Any delay or omission on the part of the Company to exercise its right to discontinue or suspend service, or the acceptance of any part of any amount due, shall not be deemed a waiver by the Company of such right so long as any default in whole or in part or breach of contract on the part of the Customer shall continue, and whenever and as often as any default or breach of contract shall occur.

### Reconnect Fee

In case of discontinuance of service for any reason except repairs or other necessary work by the Company, the Customer shall pay the Company a reconnect charge of \$15.00 before service will be restored.

Where the service has been discontinued for any reason except for repairs or other necessary work by the Company, the Company shall have the right to refuse service at the same premises to any other applicant who is a member of the family.

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Duke Energy Carolinas, LLC

Electricity No. 4  
South Carolina Second Revised Leaf H  
Superseding South Carolina First Revised Leaf H

### XIII.

#### Unavoidable Cessation of Consumption

In the event the Customer's premises is destroyed by fire, natural disaster; or other casualty, or the operation of its plant is shut down because of strike, fire, natural disaster or, other cause beyond the Customer's control, making a complete cessation of service, then upon written notice by the Customer to the Company within thirty (30) days thereafter, advising that the Customer intends to resume service as soon as possible, any minimum charge, or guarantee for which the Customer may be liable will be waived during the period of such cessation, and the contract shall be extended for a corresponding period. Otherwise, the agreement for service shall immediately terminate. When service has ceased under the described conditions, the Company shall have the right to (1) waive the collection of a deposit to reestablish service, (2) waive temporary service charges for temporary facilities or for reestablishment of service when such charges do not exceed a reasonable amount, (3) waive the collection of area lighting charges due to early termination of contract, and (4) waive the collection of a reconnection fee.

### XIV.

#### Copies

Forms of application, service agreement, or contract, schedules of rates, riders, and copies of service regulations are available from the Company or from the Company's website. Forms of agreements and contracts are also available upon request.

### XV.

#### Changes

All agreements and contracts for service between the Company and its customers, including the rate schedules, riders or other programs and these Service Regulations, are subject to such changes and modifications from time to time as approved by the Commission or otherwise imposed by lawful authority.

### XVI.

#### Types of Service

The types of service supplied and the schedules applicable thereto are as follows:

#### 1. Residential Service

The residential rate schedules are applicable to an individual residence, condominium, manufactured home, or individually-metered apartment. The residential rate schedules shall be applicable to only one meter serving an individual residence.

The residential rate schedules are available for a single dwelling unit providing permanent and independent living facilities complete for living, sleeping, eating, cooking and sanitation. Additionally, for a manufactured home to be considered permanent, it must be attached to a permanent foundation, connected to permanent water and sewer facilities, labeled as a structure which can be used as a permanent dwelling, and under a lease arrangement for five (5) years or longer or located on customer-owned land. If the structure does not meet the requirements of a permanent dwelling unit, service will be considered temporary and provided on one of the general service rate schedules.

Outbuildings, garages, swimming pools, water pumps, and other uses which form a part of the general living establishment on the same property with a residence may be connected to the residential service meter, or they may be separately metered; such separately metered services shall be served on one of the general service rate schedules.

Individual meters shall be installed by the Company for each individual residence, condominium, manufactured home, housekeeping apartment, or housekeeping unit for which a permit was issued or construction started after January 23, 1981 in accordance with Commission's Rules and Regulations which prohibit master metering. Exceptions must be approved by the Commission.

Residential service to two or more residences on the same property or to a residence or residences sub-divided into two or more individual housekeeping units may not be supplied through one meter on a residential rate schedule except as provided below:

#### Block Billing Under Residential Rate Schedules

If, for any reason, the wiring is so arranged by the Customer that rewiring for individual meters is not feasible, but a single meter must be used for two or more residences or units, then for billing purposes through this single meter, the Basic Facilities Charge and each kWh block of the rate schedule shall be multiplied by the number of residence units served.



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2. Service to Manufactured Home Parks, Recreational Parks, Portable Structures.

a. Manufactured Home Parks

Each space designated for the parking of manufactured homes will be served through a separate meter for billing. Manufactured homes which meet the requirements of a permanent residence in XVI 1. above will be billed in accordance with the applicable residential rate schedule. Nonpermanent manufactured homes will be provided service under XVI (15) Temporary Service below and billed in accordance with the applicable general service rate schedule. Service connections will be the same as set forth in these Service Regulations VI, 1.

Energy used by the manufactured home park in its office, service buildings, area lighting, water pumps, and other purposes connected with the operation of the park, including spaces designated for the overnight parking of manufactured homes in transit or awaiting assignment to separately metered spaces available within the park, may be served through a single meter, and will be billed in accordance with the applicable general service rate schedule.

b. Recreational Parks and Campgrounds and Marinas

Service to recreational parks and campgrounds and marinas may be supplied to each establishment at one delivery point, and energy used in its offices, service buildings, area lights, water pumps, individual service outlets at campsites and boat slips, and other purposes connected with its operation, will be billed through one meter in accordance with the applicable general service rate schedule.

Where a portable structure (travel trailer, camper, motor home, water craft etc.) occupies and remains at an individual campsite in a recreation park, marina or campground under a lease arrangement for twelve (12) months or longer, the Company may, at its option, provide an individual delivery and meter the service to the structure on the individual campsite, or to a meter location on land for marinas. When a portable structure is set up permanently at a site and meets the requirements of a permanent residence in XVI 1. above, energy used will be billed on a residential rate schedule. Portable structure which do meet the requirements of a permanent residence will be provided service under XVI (15) Temporary Service below and served on the general service rate schedule. Service connections will be in the same as set forth in these Service Regulations VI,1.

c. Locations other than Manufactured Home Parks, Recreational Parks, Campgrounds or Marinas Service will be provided as set forth in these Service Regulations, XVI (15) Temporary Service, except that if the Customer presents satisfactory evidence of meeting the requirements of a permanent residence in XVI 1 above, service will be provided as for any structure having a permanent foundation. Energy used will be billed on a residential or general service rate schedule, whichever is applicable, in the same manner as shown in XVI 2 a. above.

3. Residential Service to Group Facilities

Facilities designed to provide residential care or a group home in a residential structure for up to and including nine adults or children (excluding houseparent or caregiver) may be served on a residential rate schedule provided the facility is a single housekeeping unit and energy is used only by equipment which would normally be found in a residence. If the facility has a separate housekeeping unit for the caregiver, commercial cooking or laundry equipment, vending machines, or other equipment not normally found in a residence the facility will be served on a general service rate schedule.

4. Professional Offices or Business Activities in Residences

For residences involving some business, professional, or other gainful activity, a residential rate schedule will be permitted only where:

- a. the electric energy used in connection with such activity is less than 15% of the total energy use; and
- b. the electric energy is used only by equipment which would normally be used in a residence.
- c. there are no conspicuous business soliciting devices about the premises

If all of the foregoing conditions cannot be met, the entire premises shall be classified as nonresidential and an appropriate nonresidential rate schedule shall be applied.

The Customer may, at his option, provide separate circuits so that the residential uses can be metered separately and billed under a residential schedule and the other uses under a general service schedule.

For residences in which a Day Nursery is operated, a residential rate schedule will be permitted provided:

- a. The operator and the operator's family, if any, live there.
- b. The nursery requires no extra electrical equipment or space in addition to that normally required for the operator's family.
- c. There are no conspicuous businesses soliciting devices about the premises. If all of the foregoing conditions cannot be met, then the facility will be served on a general service rate schedule.



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## 5 Farm and Rural Service

The residential rate schedules are available for service through one meter to the Customer's personal farm residence, and for the usual farm uses outside the dwelling unit, but not for commercial operations selling at retail, or for non-farming operations, or for the processing, preparing, or distributing of products not indigenous to that farm.

The residential farm service customer may, at his option, elect to take the entire service under one of the general service rate schedules, or he may provide separate circuits so that the residential dwelling unit, together with the usual farm uses outside the dwelling unit, can be metered and served under a residential rate schedule, and the other uses under a general service rate schedule.

## 6. General Service

General service rate schedules are available to the individual customer for any purpose other than those excluded by the availability paragraph of the schedules, and they shall apply to the following:

- a. Customers engaging in retail trade or personal service directly with the public such as hotels, motels, boarding houses; ("Boarding House" is defined as an establishment making a business of providing rooms and/or meals to the public in much the same manner as hotels and restaurants; or which has a license for operating such an establishment. This does not include homes taking in a small number of roomers and/or boarders, where the home owner does not depend on the revenue therefrom as a principal source of income.)
- b. Hospitals, nursing homes, institutional care facilities;
- c. Office buildings, stores, shops, restaurants, service stations, and other commercial establishments;
- d. Schools, dormitories, churches, and other nonresidential customers, and other nonindustrial customers;
- e. Energy used in a multi-family residential structure (other than the individual housekeeping units), such as hall lighting, laundry facilities, recreational facilities, etc.
- f. Miscellaneous services with individual meters serving well pumps, signs, customer-owned lighting, garages, etc.

General service rate schedules continue to be available for master-metered apartments constructed prior to October 31, 1980, (or after October 31, 1980 with Commission approval) where the establishment consists of:

- a. one or more buildings, each three (3) or less stories in height, of three (3) or more individual apartment living units per building, located on contiguous premises and under single ownership, or
- b. a single building, under single ownership, four (4) or more stories in height, containing three (3) or more individual housekeeping units,

provided there is no submetering, resale, conjunctural, or sub-billing, or separate charge to tenants for electricity by the landlord, nor any form of variable rental charge based upon the electric usage by any tenant.

Notwithstanding a. above, 10% or less of the total number of living units being served through the single meter may be of two units per building, but no single-family units which may be among the buildings in the establishment can be served through the single meter. The number of buildings and apartment units to be served through a single meter may not be greater than the number for which the developer has secured a construction loan or permanent mortgage as of the date of the contract, and proof of such commitment may be required. Additional units to be built on the original premises or on an adjoining premises, must be contracted for separately and served through a separate meter and served on the applicable general service rate schedule.

Upon mutual agreement by the Customer and the Company, service will be rendered through a single meter to multiple delivery points, with the Company owning the distribution facilities between the meter and the several delivery points as set forth under the Extra Facilities section of these Service Regulations.

Service through a single meter billed on a general service schedule is available only for general building use and residential use. Any tenant who could otherwise qualify for any of the Company's rate schedules other than residential, must be served separately by the Company.

The landlord must enter into a contract with the Company for each establishment qualifying for the single meter general service rate schedule in a. or b. above, and the contract shall specify the number of buildings and the number of stories and apartment units within each building in the establishment, the total contract demand of the establishment, and the names of streets, roads, or other boundaries of the contiguous premises within which each establishment is located.

Service will normally be supplied separately to each establishment as determined by the Company.

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7. Industrial Service

The industrial service rate schedule is available to customers classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric usage of such establishment is for its manufacturing processes.

8. Outdoor Lighting Service

Customer-owned outdoor lighting service may be connected to the residential, general service, or industrial service meter, or it may be separately metered. Such separately metered services shall be served on the general service schedule.

Where the Company owns and operates the lighting equipment, service will be provided under Schedule OL or NL.

9. Seasonal Service

Where the Customer's use of energy is seasonal, generally it will be to his advantage to keep his premises connected to the Company's lines throughout the year. Under certain rate schedules, the Customer may elect to contract for an annual minimum charge, rather than a monthly minimum charge, as outlined in the applicable schedules. The Company will disconnect the service for a period of inactivity upon request, but will make a disconnect charge of \$15.00 if the service has been connected less than 6 months.

10. Government and Municipal Service

The regular general service rate schedules are available for government and municipal service to facilities such as offices and schools. Schedule PL is available to governmental entities for street and public area lighting. Schedule TS is available to governmental entities for traffic and safety signals.

11. Time of Use Service

Time of Use rates are optional and are available to residential and nonresidential customers.

12. Power Manager and PowerShare

These optional riders offer credits for contracting customers who provide a source of capacity to the Company when the Company requests interruption of service.

13. Breakdown and Standby Service

The Company does not supply breakdown or standby service, and service under its rate schedules may not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

14. Net Metering

Net metering is available under Rider NM for installed customer generation systems and equipment that comply with the provisions outlined in the South Carolina Standard for Interconnecting Small Generation 100 kW or Less with Electric Power Systems as approved by the Public Service Commission of South Carolina.

15. Revert-to-Owner Program

The Company will provide a Revert-to-Owner program available to landlords, property managers, or other property owners to provide continuity in service when a tenant notifies the Company to discontinue service by automatically switching the account to the landlord until a new tenant sets up service or the landlord requests to discontinue service. The program is not applicable in situations where a tenant has been disconnected for nonpayment or the Company has been notified of a safety issue that warrants the termination of service. The provisions of the Revert-to-Owner program are outlined below.

Eligibility and Enrollment

- a. An email address is required for enrollment. The Revert-to-Owner agreement may be emailed to the landlord, or accepted digitally through an online portal, known as the "Landlord Experience."
- b. Landlord may enroll properties via self-service using the Company's "Landlord Experience" online portal or provide in writing a list of properties they wish to enroll in the program on a contract provided by the Company.
- c. Eligibility to enroll in the Revert-to-Owner program requires any delinquent balance associated to the landlord to be paid.
- d. The landlord may add and remove properties from the program at any time either by self-service using the "Landlord Experience" online portal or by contacting the Company's customer service department, and will be responsible for all charges associated to the properties enrolled while service is/was in their name.
- e. The landlord is responsible for notifying the Company of any changes in mailing address.

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f. Recertification will occur every two years based on the date of the oldest Revert-to-Owner premises established in order to ensure properties enrolled in the Revert-to-Owner program are valid.

g. The Company shall maintain the discretion to remove a landlord from the program for failure to pay or for failure to recertify.

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16. Temporary Service

Temporary service for construction of buildings or other establishments which will receive permanent electric service from the Company's lines when completed will be provided under Schedule BC if single-phase service is supplied, or on the applicable general service schedule if three-phase service is supplied.

Temporary service for construction projects which will not result in permanent electric service, vehicles or structures designed or used to provide mobility and/or nonpermanent living accommodations (including, but not limited to, boats, campers, motor homes, chassis mounted tiny homes or recreational vehicles which do not meet the requirements of a permanent residence in XVI 1. above), rock crushers, asphalt plants, mobile classrooms, carnivals, fairs, and other nonpermanent installations will be provided on the General Service Schedule where the Customer agrees to pay the actual cost of connection and disconnection. The cost shall include payroll, transportation, and miscellaneous expense for both erection and dismantling of the temporary facilities, plus the cost of material used, less the salvage value of the material removed. A deposit may be required equal to the estimated cost of connection and disconnection plus the estimated billing on the applicable rate schedule for the period involved, said deposit to be returned if the contract period is fulfilled.

17. Special Provisions

- a. Service to x-ray, welding and other equipment of this type may be operated by the Customer through his regular service meter when such operation will not adversely affect the quality of service to neighboring customers. For purposes of establishing the contract demand, such equipment will be rated at one kW for each 4 KVA of rated capacity.

If, however, the use of such equipment causes voltage fluctuations detrimental to the service of the Customer or other customers, the Company may set a separate transformer for the exclusive use of the Customer, and extend a separate service to the Customer's premises. This service shall be metered, and shall be billed on the applicable rate schedule. In addition, the Customer shall be billed 30 cents per month per KVA of the separate transformer. In lieu of setting the separate transformer, the Company may require the Customer to either discontinue the operation of the equipment or install the necessary motor-generator set or other apparatus to eliminate the disturbance to other customers.

- b. Fluorescent lamps. Installation of neon, fluorescent, and/or mercury vapor lamps or tubes, or other types or combinations of gaseous discharge lamps having lower power factor characteristics, made, replaced, relocated, or rearranged after December 31, 1940, should be so equipped that the power factor of each unit or group of units shall not be less than approximately 90% lagging. When an installation has a power factor less than approximately 90% lagging, there shall be added to each monthly bill covering such installation an additional fixed charge of 35 cents for each 100 volt-amperes by which the volt-ampere rating of such installation numerically exceeds the watt rating, as obtained by test or from the manufacturers' nameplates.

- c. Selection of Rate Schedule. For certain classes of service, optional schedules are available which result in lower average prices to customers because of their usage characteristics. Since this use is under the control of the Customer, the amount of saving, if any, is also under his control and the choice of schedules, therefore, lies with him.

Upon request, investigation will be made and assistance will be given to the Customer in selecting the rate which is most favorable to his condition and to determine whether the rate under which he is being billed is the most advantageous. The Company does not guarantee that each customer will be served under the most favorable rate at all times, and will not be responsible for notifying the Customer of the most advantageous rate. Not more than one change from one optional rate to another will be made within any twelve (12) month period for any customer. In addition, when a Customer selects an optional rate with seasonal or time of use pricing, the Company reserves the right to restrict rate changes to once annually, on the anniversary date of the agreement for the optional rate. When a change is made from an optional rate to another, no refund will be made of the difference in charges under difference rates applicable to the same class of service.

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- d. Extra Facilities. At the request of the Customer, the Company will furnish, install, own and maintain facilities which are in addition to those necessary for delivery of service at one point, through one meter, at one voltage, in accordance with the applicable rate schedule, such additional facilities to be furnished under an "Extra Facilities Clause" added to and made a part of the Company's standard form of contract and containing the following provisions:
- 1) Service shall be used solely by the contracting Customer in a single enterprise located entirely on a single, contiguous premises, and there shall be no exemption from any of the other provisions of these Service Regulations.
  - 2) "Extra Facilities" shall consist of such of the following as may be required: voltage regulators, circuit breakers, duplicate service, transformers, substations, connecting lines, off-site facilities or other equipment installed for the exclusive use of the contracting Customer, other than facilities which the Company would furnish to the Customer without cost under its standard form of contract.
  - 3) The facility to be supplied shall be Company standard overhead transmission or distribution, or transmission and distribution, equipment to be installed only on the Company side of the point of delivery.
  - 4) A monthly "Extra Facilities Charge" equal to 1.0% of the installed cost of the facilities, but not less than \$25, shall be billed to the Customer in addition to the billing for energy, or for demand plus energy, in accordance with the applicable rate schedule. In lieu of the monthly charge above, at the Company's option, the Customer may elect to be billed under an alternative payment option to the 1.0% per month. Under such option, the payment must be renewed after each thirty (34) year period.
  - 5) The "installed cost of extra facilities" shall be the original cost of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering and general expenses, all estimated if not known. The original cost of materials used is the current market price of the equipment at the time the equipment is installed, whether said equipment is new or out of inventory.
  - 6) "Extra Facilities" shall include the installed cost of extra meters and associated equipment necessary to record demand and energy at the voltage delivered to the Customer. Upon mutual agreement between the Customer and the Company, demand and energy may be metered at primary voltage, without compensation for transformer loss, and without inclusion of any part of the metering cost as an extra facility. When extra facilities furnished include a voltage regulator, metering equipment shall be installed on the Company side of the regulator, or if this is not feasible, the meter shall be compensated so as to include registration of the regulator losses.
  - 7) When the extra facilities requested by the Customer consist of those required to furnish service at either more than one delivery point on the premises or at more than one voltage, or both, the installed cost of the extra facilities to be used in the computation of the Extra Facilities Charge shall be the difference between the installed cost of the facilities made necessary by the Customer's request, and the installed cost of the facilities which the Company would furnish without cost to the Customer under its standard form of contract.
  - 8) The Company shall have the option of refusing requests for extra facilities if, on its own determination, the requested facilities are not feasible, or may adversely affect the Company's service to other customers.
  - 9) Contracts containing the Extra Facilities clause shall have a minimum original term of 5 years to continue from year to year thereafter, but the Company may require the payment of removal costs in contracts with original terms of 10 years or less, and may require advance payment of the Extra Facilities Charge for a period equal to one-half the original term of the contract.
  - 10) Customers from whom the Company may be furnishing extra facilities under contracts made prior to September 1, 1962 shall be exempted from all provisions of this Extra Facilities Clause except 1) until such time as their contracts may expire, or are terminated by the Customer, or are terminated by the Company for reasons not related to the furnishing of extra facilities.
  - 11) In the event that an existing extra facility must be modified or replaced, whether or not such modification or replacement is requested by the affected extra facility Customer, then the installed cost of extra facilities on which the monthly Extra Facilities Charge is based shall be the installed cost of existing equipment, plus the installed cost of new additions, less the installed cost of equipment removed. The installed cost of existing equipment shall be the same installed cost used for said equipment immediately prior to the modification or replacement. The installed cost of new additions shall be the current market price of said new additions at the time the new additions are installed. The installed cost of equipment removed shall be the same installed cost used for said equipment immediately prior to removal.